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, SEPTEMBER 8, 2025 – 5:30 PM

ON-SITE PRESENCE:	REMOTE PARTICIPATION FOR THE PUBLIC:
TUKWILA CITY HALL HAZELNUT CONFERENCE ROOM 6200 SOUTHCENTER BOULEVARD	1-253-292-9750, ACCESS CODE: 936039108# **Click here to:** Join Microsoft Teams Meeting **For Technical Support: 1-206-433-7155**

Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. Resolution Adopting Comprehensive Emergency Management Plan (CEMP) *Mindi Mattson, Emergency Manager*	a. Forward to 9/15 Regular Meeting Consent Agenda	**Pg. 1**
b. Amendment to VNET Interlocal Agreement *Eric Drever, Chief of Police*	b. Forward to 9/15 Regular Meeting Consent Agenda	**Pg.177**
c. Grant Acceptance for Mental Health Field Response *Eric Drever, Chief of Police*	c. Forward to 9/15 Regular Meeting Consent Agenda	**Pg.185**
d. Grant Acceptance for RCW WWRP – Water Access Grant *David Rosen, Parks & Recreation Fiscal Analyst*	d. Forward to 9/15 Regular Meeting Consent Agenda	**Pg.319**
e. Contract Amendment to B-Force Parks Security Services *Kris Kelly, Parks & Recreation Deputy Director*	e. Forward to 9/15 Regular Meeting Consent Agenda	**Pg.347**
2. MISCELLANEOUS		

Next Scheduled Meeting: *October 13, 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.

City of Tukwila

Thomas McLeod, Mayor

INFORMATIONAL MEMORANDUM

TO: **Community Services & Safety (CSS) Committee**

FROM: **Pete Mayer, Director of Emergency Management**

BY: **Kayla Sainati, Emergency Management Coordinator**

CC: **Thomas McLeod**

DATE: **September 8, 2025**

SUBJECT: **2025-2030 Comprehensive Emergency Management Plan (CEMP)**

ISSUE

Adoption of the 2025-2030 Comprehensive Emergency Management Plan (CEMP) by resolution.

BACKGROUND

The Comprehensive Emergency Management Plan is a legally required, strategic-level plan that outlines how the city will prepare for, respond to, and recover from a disaster. The plan contains a number of elements including but not limited to, department responsibilities, internal/external communications, resource procurement, and documentation.

DISCUSSION

In December 2018, City Council adopted, by resolution, the 2014 CEMP with few changes or updates. To comply with the changes in legal requirements, the 2025 CEMP has undergone a complete overhaul and rewrite of the plan. The 2025 CEMP has been provided to department directors and leadership, undergone a review by the state (attached) and has undergone a full legal review.

FINANCIAL IMPACT

The expected incremental expense to the city is little to none. Work moving forward will include additional plan development at the department level and in-house training and exercises. Expected expenditures come from city personnels' already-budgeted payroll expenditures.

RECOMMENDATION

Council is being asked to approve the resolution and consider this item for the consent agenda at the September 15 Regular Meeting.

ATTACHMENTS

A. Draft Resolution
B. Resolution Attachment - Final Draft 2025-2030 Comprehensive Emergency Management Plan
C. Review Memo from State Emergency Management Division (dated 07/15/25)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, ADOPTING THE CITY OF TUKWILA 2025 COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP) AND REPEALING RESOLUTION NO. 1954.

WHEREAS, the City of Tukwila and surrounding areas are subject to various hazards, including flooding, earthquakes, landslides, severe windstorms and other natural and technological/man-made hazards; and

WHEREAS, the City of Tukwila is committed to strengthening the City's resilience to the effects of natural and technological/man-made hazards; and

WHEREAS, the City of Tukwila has the primary responsibility for emergency mitigation, prevention, preparedness, response and recovery within City boundaries; and

WHEREAS, local governments are directed to submit their plan and program for emergency management to the state director per Washington state law, specifically RCW 38.52.070; and

WHEREAS, Tukwila Municipal Code Section 2.57.070.B.2. requires "…annual updates to, the City's Comprehensive Emergency Management Plan..."; and

WHEREAS, on December 10, 2018, the City of Tukwila City Council passed Resolution No. 1954, adopting the "2018 Comprehensive Emergency Management Plan"; and

WHEREAS, a Comprehensive Emergency Management Plan is required to be adopted every five years;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council approves adoption of the document entitled "2025 Comprehensive Emergency Management Plan," dated September 2025 and hereby incorporated by reference as "Attachment A".

Section 2. Repealer. Resolution No. 1954 is hereby repealed.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _____ day of _____, 2025.

ATTEST/AUTHENTICATED:

_____ _____

Andy Youn-Barnett, CMC, City Clerk Tosh Sharp, Council President

APPROVED AS TO FORM BY:

iled with the City Clerk:_____
Passed by the City Council:_____
Resolution Number:_____

_____

Office of the City Attorney

Attachment A: 2025 Comprehensive Emergency Management Plan

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

City of Tukwila, WA

September 2025

TABLE OF CONTENTS

Title Page
Foreword iii
Letter of Promulgation iv
Distribution v
Record of Revisions vi

BASIC PLAN

I. INTRODUCTION, PURPOSE, MISSION
Mission 1
Purpose 1
Scope 1
Situation Overview 2
Incident Management Activities 3
Planning Assumptions 3

II. CONCEPT OF OPERATIONS (CONOPS)
General Plan Activation 5
Whole Community Involvement 5
Leaderships' Intent 6

III. DIRECTION, CONTROL, AND COORDINATION
Horizontal Integration 7
Preparedness & Mitigation 8
Response 8
Recovery 9
Vertical Integration 9

IV. ORGANIZATION
General Organization 10
Figure 1: *City of Tukwila Organizational Chart* 11
Emergency Organization & EOC Activation 11
Figure 2: *EOC Organizational Chart* 14
Core Capabilities Matrix 15

V. RESPONSIBILITIES
Governmental Roles 18
Incident Management Actions & Critical Tasks 19
Mutual Aid & Other Agreements (MOA/MOU) 21

VI. COMMUNICATIONS
Interoperable Communications Plans (All Government Levels) 22
Jurisdictional Communication Plan & Special Populations 25

VII. ADMINISTRATION
Documentation Process 27
Documentation Retention & Preservation 28

VIII. FINANCE
Expenditure Approval Process & Documentation 28
Cost Recovery Process/Reimbursement 29
Presidential Disaster Declaration 30

IX. LOGISTICS
Resource Procurement 31
Resource Gaps 32
Specialized Resources 32
Resource Request Process 32
Figure 3: *Logistics Resource Request Process* 32
Emergency Worker Program & Credentialing 33
Donated Goods & Services 33

X. DEVELOPMENT & MAINTENANCE
Review & Revision Process 33
After-Action Reports (AARs) 34
Ongoing Development 34
CEMP Revision & Maintenance Schedule 35

APPENDICES & ANNEXES

APPENDICES
Appendix I: Terms & Definitions 36
Appendix II: Acronyms 46
Appendix III: Authorities & References 47
Appendix IV: Record of Distribution 48
Appendix V: Core Capabilities Definitions 49

DEPARTMENT ANNEXES
Annex A: Communications, Human Services, & Engagement (CS&E)
Annex B: Department of Community Development
Annex C: Emergency Management
Annex D: Finance
Annex E: Human Resources
Annex F: Mayor's Office
Annex G: Parks & Recreation
Annex H: Police
Annex I: Public Works
Annex J: Technology Innovation Services (TIS)

FOREWARD

The City of Tukwila sincerely appreciates the cooperation and support of those agencies, departments, and local jurisdictions that have contributed to the revisions, development, and publication of the 2025 City of Tukwila Comprehensive Emergency Management Plan (CEMP).

Coordination of the CEMP represents a committed and concerted effort by the City of Tukwila to emergency management. The CEMP demonstrates the ability for a large number of agencies and departments to work together to achieve a common goal.

Special recognition for the preparation and integration of materials into this plan goes to the City of Tukwila Emergency Management Program, without whose efforts this document would not have been produced.

The CEMP is one of many efforts to prepare all people in the City of Tukwila for emergencies and disasters. The CEMP incorporates the planning policies and requirements of Washington State to ensure that mitigation efforts are enhanced; preparedness is encouraged; responsiveness is assured, and recovery is achieved before, during, and after emergencies and disasters that occur in Tukwila.

The CEMP consists of a Basic Plan, which defines emergency management in Tukwila, City Department Annexes, that describe the roles and responsibilities of each department as they relate to emergency management, and several supporting documents.

This plan, as presented herein, supersedes any and all existing Comprehensive Emergency Management Plans developed for and approved by the City of Tukwila. Changes to this plan will be made by Emergency Management, with approval by the Mayor, prior to implementation and dispersal.

Peter M. Mayer
Director of Emergency Management
City of Tukwila

LETTER OF PROMULGATION

To All Recipients:

The 2025 Comprehensive Emergency Management Plan (CEMP) has been revised to follow Washington State Emergency Management Division recommendations and Revised Code Of Washington (RCW) 38.52. Tukwila Municipal Code (TMC) Chapter 2.57 establishes the Tukwila Emergency Management program for the purposes of performing local emergency services functions.

The City of Tukwila Comprehensive Emergency Management Plan is for use of the City of Tukwila Government. It represents a planning effort that involved City departments, whole community, integrated current City policies, procedures, and responsibilities related to preparedness, mitigation, response, and recovery.

The plan has been developed to establish the policies, guidelines, and procedures that will provide response personnel with the information and guidance required to function quickly and effectively in a disaster situation. The plan also identifies hazards the City is vulnerable to, and the mechanism that will help guide and support our emergency management efforts through preparedness, response, recovery, and mitigation from natural, technological, and human-caused disasters.

All City departments are directed to take appropriate actions to implement this plan and to maintain the necessary capabilities required to respond effectively to emergencies and disasters, including the participation and carrying out of training and exercises. All outside entities involved in the plan are requested to cooperate with the city to coordinate the total disaster response within the community. Emergency Management is directed to work both internally with city departments and externally with agencies and organizations to develop a robust emergency management program through project management, facilitation, and subject matter expertise.

No plan can completely prepare an organization for every threat. Emergencies and disasters are dynamic events that require flexibility and the ability to solve challenges that are presented. Circumstances may dictate deviation from this plan in order to have the best possible response. However, the City Administration supports this plan as an earnest effort to keep our residents and communities safe. To that end, all staff are expected to take a vested interest in the total emergency readiness efforts in the City.

This version supersedes and rescinds all previous versions. In the event that any portion of this plan is held invalid by judicial or administrative ruling, that ruling shall not affect the validity of the remaining portions of the plan.

Adopted pursuant to the City of Tukwila Resolution No. [insert number] by the City Council of the City of Tukwila, Washington at its regularly scheduled meeting on [Month, Day, Year].

This plan is hereby approved and signed by my authority as Mayor of the City of Tukwila.

_____

Thomas McLeod
Mayor, City of Tukwila

DISTRIBUTION

This plan will be distributed to all participating City Departments, King County Emergency Management, Washington State Emergency Management Division, neighboring cities, other response entities, and the people of Tukwila.

For a full distribution list, see **Appendix IV**.

RECORD OF REVISIONS

CHANGE # YR-XXXX	SECTIONS AFFECTEED/CHANGE SUMMARY	PLAN APPROVAL/COUNCIL ACTION	POSITION NAME/INITIALS

I. INTRODUCTION, PURPOSE, MISSION

A. MISSION

The City of Tukwila, to protect lives, property, and the economic base of the community, and in cooperation with other public and private organizations, will endeavor to mitigate against, prepare for, respond to, and recover from all natural and human-caused emergencies and disasters. The City will prioritize and coordinate emergency operations and resources to maximize population survival and preservation of property in the City following a disaster.

The day-to-day functions of the City and many local agencies will be interrupted by disaster conditions. Therefore, the employees and resources of those agencies can readily be committed to support the disaster response and recovery efforts. The mission of this plan is to develop well-defined operational guidelines and procedures to ensure an effective, organized response to, recovery from, mitigation against, and preparation for emergencies and disasters to save lives, assist disaster survivors, minimize damage, and protect property.

B. PURPOSE

This plan establishes a comprehensive, all-hazards approach to incident management across a spectrum of activities. It describes capabilities and resources, and establishes responsibilities, operational processes, and protocols to ensure continuity of City operations and functions during and after emergencies.

The CEMP includes the Basic Plan and Department Annexes. These documents comprise the CEMP and describe how city departments coordinate emergency management related actions, resources, and activities with federal, state, county, regional, private-sector, and non-governmental organizations. The CEMP establishes a mutual understanding of authority, responsibilities, and functions of local government, and provides a basis for incorporating essential agencies and organizations into the emergency management program. This plan also intends to:

- Establish a chain of command in a disaster;
- Clearly outline disaster related functions assigned to government agencies;
- Identify resources, staffing, and equipment available in government and the private sector;
- Identify and clarify funding sources during disasters;
- Provide coordination between agencies to achieve assigned functions;
- Provide an organizational framework for activities during disasters.

The CEMP uses the National Incident Management System (NIMS) to guide the structure and mechanisms for policy and operational coordination for incident management in an all-hazards concept. Consistent with the model provided in the National Response Framework (NRF), the City's CEMP can be partially or fully implemented in the context or anticipation of a threat or a significant incident.

C. SCOPE

The Comprehensive Emergency Management Plan (CEMP) is a local-level, all-hazards emergency management plan that is limited to the geographical boundaries of the City of Tukwila and the emergency legal authorities and obligations covered under the Revised Code of Washington (RCW 38.52), City of Tukwila Municipal Code 2.57, and official agreements or contracts which the City of Tukwila has entered into for services. This plan is designed to describe the emergency/incident response of the City of Tukwila and

compliments the emergency plans of organizations likely to be involved in disaster activities. The CEMP is applicable to all City departments that may be requested to provide assistance or conduct operations.

The CEMP will be used in the event of widespread disaster, event, or major incident that has the potential or has overwhelmed at least one city department. The City's Emergency Operations Center (EOC) may be used upon the request of an internal department or outside agency to support their operations. The EOC will be activated to a level appropriate to the specific emergency, event, or disaster. When activated, the EOC will utilize an ICS structure to organize operations.

The CEMP intends to be "all hazards", covering the entire range of emergency and disaster situations, from natural hazards to technological hazards created as a byproduct of our modern society. This plan is designed to meet the requirements for a Comprehensive Emergency Management Plan as described in Washington Administrative Code (WAC) 118-30 and the Revised Code of Washington 38.52. It is also intended to be consistent with City Municipal Code 2.57 "Emergency Management". For a complete list of authorities and references, see **Appendix III**.

The CEMP supports and is compatible with the National Incident Management System, King County and Washington State emergency plans, the National Response Framework, National Recovery Framework, and the King County Regional Disaster Coordination Framework. Any conflicts will be handled on a case-by-case basis.

D. SITUATION OVERVIEW

The CEMP considers that emergencies and disasters are likely to occur as identified in the King County Threat and Hazard Identification and Risk Assessment (THIRA), and describes:

- Functions and activities necessary to support a successful disaster response.
- Responsibilities identified in City ordinances and other applicable laws.

Home to a very large commercial industry, Tukwila can see daytime populations of 150,000 or more who come to work, play, and recreate in Tukwila. Relative to this influx, Tukwila has a smaller residential population of approximately 22,000. Commercial activities include several hotels, the largest mall in Washington State, and numerous large industrial corporations such as Sabey, Boeing and BNSF railways.

Tukwila has one of the most diverse residential communities in the region. As of 2021, 81.4% of Tukwila's residents were US citizens with 39.2% of the community having been born outside the United States. This is lower than the national average of 93.4% citizenship and higher than the national average of 13.6% foreign-born.[1] Additionally, more than 50% of the population speaks a language other than English at home, and there are over 80 languages spoken in the Tukwila School District.[2] Aside from Tukwila's ethnic and cultural diversity, 11.2% of the population is over 65 and 7.7% of the community under the age of 65, identifies as having a disability. Based upon the aforementioned, approximately 20% of the Tukwila community requires special emergency planning that adheres to the Americans with Disabilities Act.[3]

The City of Tukwila is bisected by several major freeways, including I-5, I-405, State Route 99, and State Route 518. Topographically, Tukwila is a mixture of hillsides and a large valley. Additionally, the Green/Duwamish River and the BNSF railway dissect the city

[1] All census data obtained from: Data US

[2] Data obtained from: Government Alliance on Race and Equity

[3] Data obtained from: US Census Bureau

from north to south. Given the proximity to the SeaTac International Airport, there is a high probability that Tukwila would be impacted by an incident at the airport.

The City of Tukwila adopted the King County Regional Hazard Mitigation Plan on July 20, 2020. The Mitigation Plan identifies the following risks for the City of Tukwila:

Earthquake	High
Severe Winter Weather	High
Public Health Emergency	High
Dam/Levy Breech or Failure	High
Accidental/Intentional Infrastructure Failure	Medium
Civil Unrest/Terrorism	Medium
Hazardous Materials Incident	Medium
Flood	Low
Landslides	Low
Volcanic Eruption	Low
Wildland Urban Interface Fire	Low

Key facilities include the Justice Center, Public Works Minkler, Public Works Fleet and Facilities, Tukwila Community Center, Tukwila Parks Maintenance Facility, and City Hall Complex. The Justice Center, constructed in 2019, houses the City's Emergency Operations Center (EOC), Police Department, and Municipal Court.

The City has a professional police force, while Fire and EMS activities are provided by Puget Sound Regional Fire Authority and King County Medic One. City departments maintain small staffs that are sufficient for normal operations. However, in an incident, they would require substantial mutual aid/outside support.

E. Incident Management Activities

The plan describes the responsibilities of City departments and other entities involved in the various aspects of emergency management in the City of Tukwila, including prevention, protection, preparedness, response, and recovery actions.

The National Incident Management System (NIMS) provides a nationwide framework that enables Federal, State, Local Governments, private sector, and nongovernmental organizations to work together effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents regardless of cause, size, or complexity. Therefore, it is the policy of the City of Tukwila to apply principles of NIMS and specifically the Incident Command System (ICS) to all incident management activities.

F. Planning Assumptions

The information and procedures included in this plan have been prepared utilizing the best information available at the time of preparation. As the true extent of the impacts of a disaster cannot be known before it occurs, the City can only endeavor to make every reasonable effort to respond based upon the situation, information, and resources available at the time. The outcome of an emergency may be different than the expected outcome based on these assumptions and others.

While not an exhaustive list, the assumptions listed in this subsection apply to all sections and documents that make up the CEMP. They are as follows:

- In the event of severe devastation throughout the Puget Sound region and/or King County, fundamental resources such as food, water, medical supplies, utilities, fuel,

shelter, and sanitation supplies may be needed. The City of Tukwila does not and cannot have supplies and equipment on hand for short or long-term use.

- Any of the noted situations above will create significant loss of life, injury, property damage, and disruption to city essential services. These situations may also create significant financial, psychological, and sociological impacts on the community as well as City government.
- An incident can happen at any time and may be expected or unexpected. In scenarios where the incident is impending, such as storms and floods, warnings will be issued to enable some preparation prior to the event. In some scenarios, the situation could be catastrophic, with local governments and the region—including Tukwila—struggling to provide and maintain basic services or governmental authority.
- The city will adhere to its city code pertaining to the implementation and approach to strategic incident management, plans, and best practices.
- The level of preparedness in the community makes a difference in the community's ability to respond and recover from an incident. Every community member is encouraged to be two weeks prepared at home, school, and work.
- The disaster response and relief efforts of the city may be limited by:
    - Inability of the community to be self-sufficient for more than three days without additional supplies of food, water, medical, sanitation, fuel, and shelter resources.
    - The lack of police, fire, emergency medical, public works, regional transportation, and sewage treatment services response; due to damage of facilities, equipment, and shortages of personnel.
    - The shortage of critical drugs and medicines at medical facilities due to damage or reduced emergency storage capacities.
    - The shortage of trained personnel and equipment to respond to requests for assistance for fire, emergency medical, police, public works, and hazardous material(s) releases. The impact of these shortages may be felt immediately and compounded by the need for twenty-four-hour operations sustained over long periods of time.
    - Damages to lifelines such as roads, rails, air transportation facilities, utilities, petroleum, natural gas pipelines, and communications networks. Normal distribution of resources may be curtailed or greatly reduced, impacting the social and economic infrastructure of the city.
    - Damage to responder communications by equipment damage or overloading of telephone lines into 9-1-1 dispatch centers.
    - Large movements of people as refugees enter into or through the City will stress systems, particularly shelter, food, water, and medical services.
- The City of Tukwila and its Emergency Management Division will work with other jurisdictions and governments to coordinate resources and may:
    - Require significant information sharing across multiple jurisdictions and between the public and private sectors.

  - Require extremely short-notice City asset coordination and response timelines.
  - Involve a single or multiple geographic areas.
  - Involve highly varied hazards or threats on a local, regional, or national scale.
  - Require prolonged, sustained incident management operations and support activities.

- A regional incident will impact the lives and families of the employees of Tukwila and cause personnel shortages. City staff that are not mission essential may be required to work outside their day-to-day responsibilities to support mission critical functions.
- The City of Tukwila Mayor may need to invoke the emergency powers granted to them under the City of Tukwila Municipal Code.

II. CONCEPT OF OPERATIONS (CONOPS)

A. General Plan Activation

The CEMP will be activated at the discretion of the Mayor. Activation may also be requested by the City Administrator, Deputy City Administrator, Director of Emergency Management, Emergency Manager, or a Department Director.

The City of Tukwila Mayor is responsible for emergency management. As outlined in TMC 2.57, they shall designate a Director of Emergency Management. This person will implement the emergency management program for the city.

City government will retain the authority and ultimate responsibility for direction and control of its own disaster operations, use of resources, and application of mutual aid within its own boundaries unless legally delegated through a contractual agreement.

B. Whole Community Involvement

It is the intent of this plan to take the "whole community" approach, being as inclusive as possible to provide equitable opportunities for everyone in the community to prepare for, respond to, and recover from disasters. By involving the whole community, the collective needs of the respective communities can be identified, assessed, and improved. This includes planning with and for people with access and functional needs, including those with disabilities, children, household pets and service animals, Limited English Proficiency (LEP), and others through the identification of physical, programmatic, and communication needs of the aforementioned.

The city will conduct emergency management operations in a fair and equitable manner with no tolerance for discrimination based on race, color, religion, sex, sexual orientation, age, disability, or gender identity across all day-to-day and emergency operations.

The City will make every reasonable attempt to conduct emergency management operations in a manner that is consistent with the United States Justice Department guidelines of making all phases of emergency management and its programs accessible to people with disabilities, access, and functional needs.

The City explicitly acknowledges its responsibility to plan for the household needs of pets and service animals, as required by law. In addition, the City acknowledges that children have different needs than adults and that the City has a responsibility to address those needs in the execution of all operational phases.

LEP Requirements

The city will take steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. The City of Tukwila has annexed King County's Inclusive Emergency Communications Plan (IECP) that was developed to support the County and Cities in better communicating life-safety information to people with Limited English Proficiency. This plan (published separately) is a guidance document that describes the City's language access obligations, messaging strategies, and message distribution options.

C. Leaderships' Intent

During an emergency or disaster, the City of Tukwila will endeavor to maintain normal operations as long as feasible. Conditions may be of such magnitude and severity that some or all city services may be redirected, limited, or lost altogether. Restoration of services will be done as feasible. The City's Mayor and Council may be unable to fulfill all emergency/disaster related requests under extreme conditions and will need to set priorities for the city and residents.

Operational Objectives

Overarching city priorities for emergencies/disaster operations are:

- Life Safety
- Incident Stabilization
- Protection of property and the economy
- Preservation of culture and the environment

Operational decisions and policies are created based upon the priorities above. Objectives are then established by the Incident Commander/Unified Command with input from others responding to the emergency or disaster. The objectives are published in the IAP and follow the SMART (specific, measurable, achievable, relevant, time-bound) format, when possible. The polices and decisions are not limited to a single operational period but must consider the totality of the incident and response needs.

To meet the operational objectives for an incident, each city department will maintain Standard Operating Procedures (SOPs) and Emergency Operations Plans (EOPs), make themselves available for trainings/exercises, make at least three staff positions available for EOC training/response, engage in city-wide planning, dedicate one person to champion emergency management activities, and overall develop their respective capabilities/responsibilities as outlined in this plan. All contract agencies, such as Puget Sound Regional Fire Authority and the City Attorney's Office, are responsible for maintaining their own plans that will allow them to respond to an incident.

The goal end state after an emergency or disaster is to stabilize all community lifelines, to include safety and security, food, water, shelter, health and medical, energy, communications, transportation, and HazMat. This includes a standard of normalcy for the city, although the expectations are that the outcome from a disaster will not necessarily return to pre-incident status.

Request for Emergency Proclamation

Pursuant to TMC 2.57, the Mayor is empowered to proclaim an emergency for the City, when necessary. The decision to proclaim an emergency is typically driven by the scope or complexity of the emergency or disaster and/or the need to temporarily change city

policies that are hampering response efforts. Refer to the City Attorney's Office for an Emergency Proclamation Template.

If a proclamation is warranted, the Mayor will work with the Policy Group to determine the parameters of the proclamation. Considerations may include fiscal limits, curfews, and other issues required for successful response. Any proclamation issued will be communicated promptly to city employees, partner organizations, city residents/businesses, King County Office of Emergency Management, and Washington State Emergency Management Division.

Depending upon the size and complexity of the emergency, King County and the State of Washington may follow up with additional supporting emergency proclamations. The city may request assistance from other cities and counties, the state or the federal government.

During a proclaimed emergency, coordination issues or operational decisions that significantly impact one or more city departments may be handled by the EOC in coordination with the Policy Group.

Tukwila's Emergency Management Director, or designee, informs the Mayor's Office of major situations and decisions made regarding the emergency. In return, Tukwila's Mayor informs the EOC of all policy decisions concerning the incident. If the impact is such that City resources are not able to manage the response, the City will consider participation in a Multi-Agency Coordination Group (MAC) or issue a Delegation of Authority.

III. DIRECTION, CONTROL, AND COORDINATION

The purpose of direction and control is provided for the effective supervision, authority, coordination, and cooperation of emergency management activities to ensure the continued operation of government and essential services before, during, and after emergencies and disasters. Direction and control of emergency management is ultimately the responsibility of Tukwila's Mayor, who has delegated (TMC 2.57) operational functions to the Director of Emergency Management. All operations will follow NIMS guidelines and best practices, including ICS principles.

A. Horizontal Integration

Horizontal Integration allows for the cooperation and coordination across city departments as well as across similar levels of government (i.e., city and county governments). Horizontally, a broad range of partners make up the City's emergency management. Each has some degree of influence on the CEMP, including whole community partners such as Faith and Community-based organizations, as well as non-governmental organizations.

While entities such as these are outside the city's authorities, we recognize that these organizations have valuable resources and specialized skills that are critical to an effective response. As appropriate, the EOC Manager will see to it that these outside organizations are invited in and have an opportunity to provide input to emergency management operations. Each participating agency or jurisdiction maintains their own authorities, policies, and decision-making. All efforts are coordinated through emergency management or the EOC (if activated) to ensure efficient coordination and deconfliction of duplicative efforts.

B. Preparedness & Mitigation

Emergency Management

Day-to-day, Tukwila Emergency Management is the primary agency for preparedness and mitigation with support of all city departments. The Emergency Manager, as a part of preparedness, ensures the creation and maintenance of the proper plans including Comprehensive Emergency Management Plan (CEMP), Continuity of Operations Base Plan (COOP), Hazard Mitigation Plan (HMP). The Emergency Manager is also responsible for public education related to preparedness and plays and integral role in assisting city departments with the development of their emergency plans.

City Department

All City Departments are responsible for supporting Emergency Management activities through the development of department-specific plans, engaging in city-wide emergency planning, encouraging personal and family preparedness, completing training specific to their emergency functions, as assigned by emergency management.

Policy Group

To adequately participate in preparedness and mitigation, the Policy Group is responsible for the completion of necessary emergency management training issued and recommended by Emergency Management. The Policy Group is comprised of the Mayor, City Administrator, Deputy City Administrator, Emergency Management Director, Emergency Manager, and City Attorney with department directors serving in an advisory/subject matter expert capacity.

City Council

The City Council is responsible for passing legislation and ordinances that are forward thinking and viewed through the lens of emergency management hazards and mitigation. The council is responsible for formally adopting the Comprehensive Emergency Management Plan (CEMP), thus providing direction and guidance to the entire program. The council also plays a role in encouraging the public to engage in their own preparedness. To adequately participate in their emergency management duties, the council is responsible for the completion of necessary emergency management training, such as IS-100, 200, G-402, and IS-908, and any other recommended courses by emergency management.

C. Response

Incident Command

The lead city department for Incident Command will be the department with the mission most similar to the emergency. The lead city department shall ensure that an Incident Command or Unified Command structure is identified and established to provide for coordinated field operations. The lead city department will provide a qualified representative to serve in the EOC if activated.

Department Operations Centers

Department Operations Centers (DOCs) may be established by a department to manage the dispatch and coordination of department-controlled or related resources. DOC staff coordinate their department's activities. Although they may communicate

with other organizations and EOCs—and may exchange liaisons with other agencies—DOC staff are primarily inward-looking, focusing on directing their own assets and operations. A DOC will maintain close communication with the Incident Commander and the EOC (when activated) regarding incident priorities and resource status to ensure overall incident objectives are met.

Emergency Operations Center

Although field Incident Command will control on-scene activities related to the disaster, the EOC will coordinate the overall city response to the disaster. The Director of Emergency Management, other emergency management staff, designated city staff, agency representatives, and trained volunteers shall provide staffing at the EOC when activated. A representative from Emergency Management will coordinate the activities of the EOC in the role of EOC Manager.

When resource requests or needs exceed that of City resources, the EOC is also responsible for multi-jurisdictional coordination, sending resource requests to the county, state, neighboring jurisdictions, private sector entities, or to non-profit organizations.

Policy Group

The EOC Manager will forward all policy decisions to the Policy Group, along with a briefing and recommendations by the Incident Commander, Emergency Management Director, and Emergency Manager. The Policy Group led by the Mayor, or their designee, will make policy decisions and advise the City Council of the policy-level decisions that require their direction or approval and will oversee implementation of those decisions.

D. Recovery

Recovery involves actions needed to help individuals and communities regain a sense of normality to their lives. Following an emergency or disaster, the Mayor, or their designee, will appoint an individual or entity to lead the City's Recovery efforts. All departments will play a critical role in the recovery efforts.

All recovery efforts are detailed in department SOPs, Department Annexes, and appropriate state and federal recovery guidelines. Directors of each department, with support of emergency management will:

- Continue to report any observed damage(s) and assess community needs;
- Prioritize recovery projects and assign tasks accordingly;
- Coordinate recovery efforts and logistical needs with supporting agencies;
- Re-establish and/or maintain essential services;
- Prepare documentation of the event including an event log, cost analysis, estimated recovery costs;
- Assist in establishing disaster assistance offices to aid private businesses and residents in individual recovery;
- Assess special community needs and provide information and assistance, as appropriate.

E. Vertical Integration

Vertical Integration describes the coordination that occurs vertically in the City, as well as the coordination that occurs between other levels of government (i.e. state and federal governments).

Direction and control of emergency management is ultimately the responsibility of Tukwila's Mayor, who has delegated (TMC 2.57) operational functions to the Director of Emergency Management. All operations will follow NIMS guidelines and best practices, including ICS principles.

The City of Tukwila CEMP considers the ongoing planning efforts by King County Office of Emergency Management and Washington State Emergency Management Division, to include King County Comprehensive Emergency Management Plan, Regional Coordination Framework, and Washington State Comprehensive Emergency Management Plan.

If resources outside the City are needed, requests will follow principles in the Stafford Act. In short, the City will make all requests for additional resources to King County. King County, if overwhelmed, may request assistance from the State, and the State may request assistance from the federal government. Washington State is considered a "Home Rule" state and may make their requests directly to the State or Federal Government.

IV. ORGANIZATION

A. General Organization

The City of Tukwila operates under a Council/Mayor form of government with a strong Mayor. The Mayor has general supervision over the administrative affairs of the City. The City Council makes up the legislative branch of the Tukwila City government and is responsible for overall policy direction within the City.

Tukwila Municipal Code Chapter 2.57 establishes the emergency management organization. The Mayor appoints a Director to oversee the emergency management program. Generally, the Director appointed to oversee the program serves as the Director of Emergency Management and may delegate the responsibility of coordinating emergency preparedness and management activities within the City to the Emergency Manager. In the absence or disability of the Emergency Management Director, the position is filled by the Mayor appointing a new Director.

The elected and appointed officials, departments of the City, and supporting groups or individuals, will retain their identity and autonomy but will function under the National Incident Management System (NIMS) format.

The City of Tukwila Emergency Management Program is established to provide channels of communication for efficient coordination, communication, prioritization, and liaison of emergency life-saving operations between local, county, state, federal governments, and the private sector. This organization may be partially or fully activated depending upon the severity of the incident. The Director of Emergency Management is directed to adopt administrative rules and regulations to carry out the designated emergency management functions set forth.

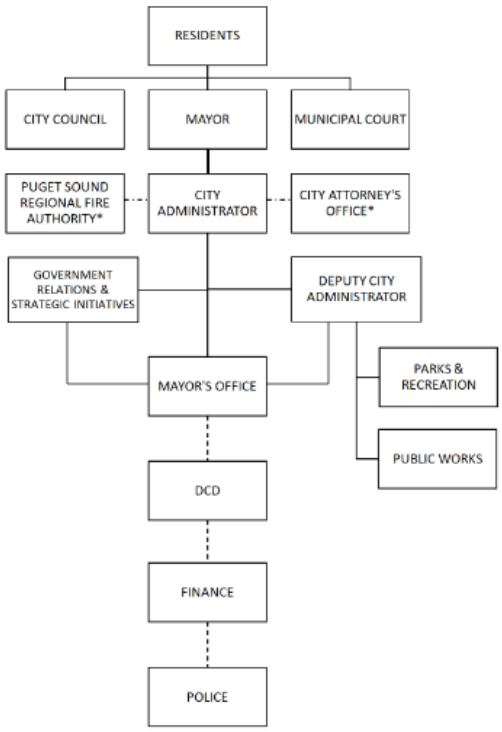


Figure 1: Day-to-Day Structure of Tukwila Government.

B. Emergency Organizational Structure

ICS and EOC organizational structures develop in a modular fashion based on an incident's size, complexity, and hazard environment. Responsibility for establishing and expanding ICS organizations and EOC teams ultimately rests with the Incident Commander (or Unified Command) and the EOC Manager. Responsibility for functions that subordinates perform defaults to the next higher supervisory position until the supervisor delegates those responsibilities. As incident complexity increases, organizations expand as the Incident Commander, Unified Command, EOC Manager, and subordinate supervisors delegate additional functional responsibilities.

Maintaining an appropriate span of control helps ensure efficient and effective incident management operations. It enables management to direct and supervise subordinates to communicate with and manage all resources under their control. The optimal span of control for incident management is one supervisor to five subordinates; however, effective incident management frequently necessitates ratios significantly different from this.

Bringing representatives from various stakeholders and partner organizations together in EOCs optimizes unity of effort and enables staff to share information, provide legal and policy guidance to on-scene personnel, plan for contingencies, deploy resources efficiently, and generally provide whatever support is required. The composition of EOC teams may also vary depending on the nature and complexity of the incident or situation. Regardless of which organizations are represented, all EOC teams receive oversight from the Mayor and his Policy Group. They typically make decisions regarding priorities on issues such as emergency declarations, large-scale evacuations, access to extraordinary emergency funding, waivers to ordinances and regulations, and adjudication of scarce resources.

The day-to-day organizational structure of the City departments will be maintained as much as possible during major emergency and disaster situations. Other public and private organizations, school districts, and volunteer organizations may, under a mutual agreement, decide to also operate in coordination with this plan. The emergency management organization will be compatible with the existing City organization and will provide clear lines of authority and channels of communication. It will provide for the incorporation of existing staff who have emergency response capabilities and those who have support roles.

During a disaster or emergency that requires EOC activation, the City identifies the following as the priorities and purpose for the EOC:

- Situational awareness – collecting, analyzing, and sharing information.
- Supporting resource requests, including allocation and tracking.
- Coordinating plans and determining current and future needs.
- Providing coordination and policy direction.

Emergency Management's primary role is to coordinate the efforts supporting the response and managing the EOC by coordinating with all city departments and jurisdictions in the effected region and providing situational awareness internally and externally to the community.

EOC Activation

The initial response to, or imminent threat of, an emergency will be conducted following the guidelines and best practices set forth by the National Incident Management System (NIMS), specifically the Incident Command System (ICS).

The EOC may be activated for several reasons that are based upon the needs of the City, organization, or Incident Commander; the context of a threat; the anticipation of events; or in response to the incident. Circumstances that may trigger an EOC activation include:

- More than one department or jurisdiction becomes involved in an incident and/or the incident involves multiple agencies.
- Rapidly expanding incidents that involve cascading effects, or incidents requiring additional resources.
- The Director of Emergency Management, Emergency Manager, or the Mayor directs that the EOC be activated.
- Threshold events described in the emergency operations plan occur.

The following locations have been designated for EOC operations:

EOC LOCATION
Tukwila Justice Center
15005 Tukwila International Blvd.
Tukwila, WA 98188

ALTERNATE EOC LOCATION
Tukwila Station 52
15447 65th Ave S
Tukwila, WA 98188

When the EOC is activated, it may be activated to the following:

LEVEL THREE – MONITORING

Level three is the lowest level and has the least amount of staffing. Activation may or may not involve the physical set-up of the EOC. This level commonly tasks one to two members to monitor the situation. The focus is primarily on situational awareness, available and required resources, forecasting future needs, and potential for rapidly changing conditions. Stakeholders, such as elected/appointed leaders, are kept apprised of the situation through Situation or Snapshot Reports but are not physically located in the EOC.

LEVEL TWO – PARTIAL ACTIVATION

Level two activations require minimal staff to set up the EOC. The EOC Manager will determine the staffing levels for the EOC that are consistent with the needs of the incident, both current and projected. The function of this activation level is to facilitate face-to-face communication between the involved departments/agencies, maintain situational awareness, and support in-field logistical needs. The EOC Manager may invite representatives of outside agencies to participate in the EOC operations. Stakeholders, such as elected/appointed leaders, are kept apprised of the situation through Situation or Snapshot Reports but are not physically located in the EOC.

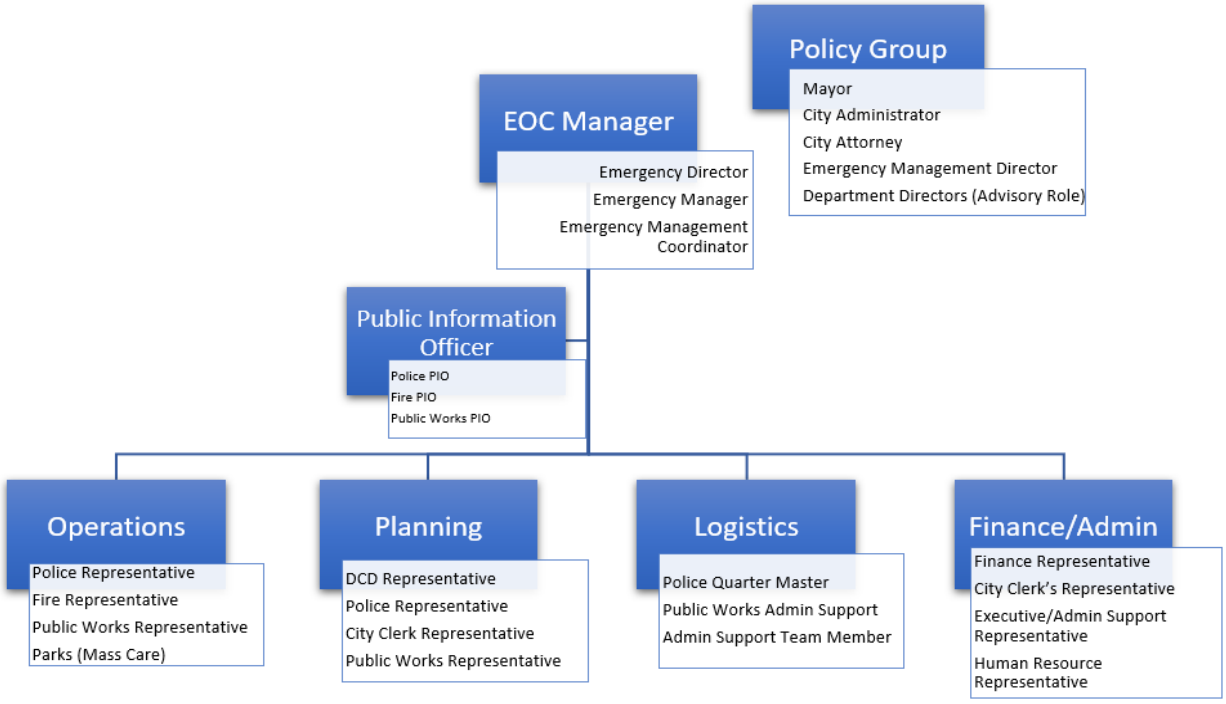
LEVEL ONE – FULL ACTIVATION

This is the largest activation level with all sections staffed. The function of this level is to facilitate department-to-department communications, situational awareness, coordination, and logistics requests on a city-wide basis. This level does not direct field operations, though decisions may be made regarding resource allocation. Stakeholders, such as elected/appointed leaders, are kept apprised of the situation through Situation or Snapshot Reports. The Policy Group, consisting of the Mayor, City Administrator, Director of Emergency Management, EOC Manager, and key department Directors, will likely be activated. However, the Policy Group is NOT physically located in the EOC but coordinates with the EOC via the EOC Manger.

EOC Operations

The composition of EOC staff may vary, depending on the nature and complexity of the incident or situation. Regardless of the departments or organizations represented, all EOC staff receive policy direction from the Mayor and his Policy Group.

The City of Tukwila uses an ICS-like Structure for the EOC.



The Director of each City department is responsible for providing qualified, trained personnel to the EOC to carry out essential activities assigned. Department Directors shall identify and qualify a minimum of three staff members to serve in the EOC for pre-incident training and exercises, and for coordination duties during incidents when requested. Specific equipment or necessary materials for coordinating activities, but not normally found in the EOC, should be provided by the city department to the EOC representative.

City departments may be responsible for functions or operations that do not normally fall within their scope of responsibility. They will find that they must work closely with other public, volunteer, and private agencies to ensure success. All City employees may be used during times of emergency as requested and/or directed by the Mayor, in accordance with TMC 2.57.030(7). These alternate assignments may be established in advance or determined at the time of emergency. The EOC will coordinate the collection and dissemination of this information. When staff are reallocated for response operations, the staff will no longer report to their regular supervisor. All work will be directed by their supervisor in the ICS structure.

The EOC Manger will elevate policy issues to the Policy Group in order to facilitate policy-level decisions regarding priorities and high-level issues such as emergency declarations, large-scale evacuations, access to extraordinary emergency funding, waivers to ordinances and regulations, and adjudication of scarce resources.

The EOC is permanently located at the Justice Center. If the primary facility is compromised or unavailable, the alternate site for the EOC is the Training Room at Station 52. Necessary equipment and supplies are stored at the alternate site, including a copy of the CEMP. If necessary, functions of the EOC can also be run remotely using standard video conferencing and web-based tools.

EOC Deactivation

The EOC Manager deactivates EOC staff as circumstances allow, and the EOC returns to normal operations/steady state condition. Deactivation typically occurs when the incident no longer needs the support and coordination functions provided by the EOC staff or those functions can be managed by individual organizations or by steady-state coordination mechanisms. EOC leadership may phase deactivation depending on mission needs. EOC staff complete resource demobilization and transfer any ongoing incident support/recovery activities before deactivating.

C. Capabilities Matrix

The Core Capabilities are necessary to the City's success. They are distinct and critical elements of emergency management, but highly interdependent. They require staff to use existing preparedness networks and activities; coordinate and unify the City's efforts; improve training and exercise programs; promote innovation and leverage; and enhance our capacity. To support these capabilities the City must ensure that administrative, financial, and logistical systems are in place. The Core Capabilities serve as both preparedness tools and a means of structured implementation. For a definition of each core capability, see **Appendix V.**

Determined by Tukwila's specific roles of Primary, Support, and Coordinating are identified in the matrix below. Responsibilities for each role are as follows:

Primary

Primary departments or agencies have significant authorities, roles, resources, and capabilities for a particular function within a capability. Primary departments are responsible for:

- Orchestrating support within their functional area for the appropriate response Core Capabilities and other missions.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies as well as appropriate State officials, operations centers, and other stakeholders.
- Coordinating resources resulting from mission assignments, working closely with other organizations to maximize resources.
- Monitoring progress in achieving Core Capabilities and other missions, and providing that information as situational awareness.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Identify equipment or capabilities required to prevent or respond to new or emerging threats and hazards or to validate and improve capabilities to address changing risks.
- Promote accessibility, programmatic inclusion, and effective communication for the whole community, including individuals with disabilities.

Support

Support departments or agencies have specific capabilities or resources that can support primary agencies in executing capabilities and other missions. The activities of support agencies typically include:

- Participate in planning for incident management, short-and-long-term recovery operations, and the development of supporting operational plans, standard operating procedures, checklists, or other job aids.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Coordinating resources resulting from response mission assignments.

Coordinator

Coordinators oversee the preparedness activities for a particular capability, and coordinate with its primary and support agencies. Responsibilities of the Coordinator typically include:

- Maintaining contact with primary and support agencies through conference calls, meetings, training activities, and exercises.
- Monitoring the progress in meeting the Core Capabilities and function supports.
- Coordinating efforts with corresponding agencies.
- Ensuring engagement in appropriate planning and preparedness activities.

MISSION AREA	CORE CAPABILITIES	MAYORS OFFICE	CS&E	DCD	EMERGENCY MGMT	FINANCE	HUMAN RESOURCES	PARKS & REC	POLICE	PUBLIC WORKS	PUGET SOUND FIRE	TIS
	Table Codes P = Primary S=Support C=Coordinator											
PREVENTION *The capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism.*	Planning				C				**P**		S	S
	Public Information & Warning	S	S		S			S	**P**		S	
	Operational Coordination			S	C				**P**	S	S	S
	Intelligence & Information Sharing				C				**P**			S
	Interdiction & Disruption								**P**			
	Screening, Search & Detection								**P**			
	Forensics & Attribution								**P**			
PROTECTION *The capabilities necessary to secure the homeland against acts of terrorism and man-made or natural disasters.*	Planning		S	S	S	S	S		**P**	S	S	S
	Public Information & Warning	S	S		S			S	**P**		S	
	Operational Coordination			S	C				**P**	S	S	S
	Intelligence & Information Sharing				C				**P**			S
	Interdiction & Disruption				C				**P**			S
	Screening, Search, & Detection				C				**P**			S
	Access Control & Identity Verification				C		S	S	**P**			S
	Cybersecurity				C				S	S		**P**
	Physical & Protective Measures				C			S	**P**	S		S
	Risk Management for Protection Programs		S		C				S	**P**		S
	Supply Chain Integrity & Security				C				**P**	S		
MITIGATION	Planning	S	S	**P**	S	S	S	S	S	S	S	S
	Public Information & Warning		**P**		C			S	S		S	
	Operational Coordination	S	S	S	C	S	S	S	S	**P**	S	S
	Community Resilience	S	S		**P**				S	S		

MISSION AREA	**Table Codes** P = Primary S=Support C=Coordinator CORE CAPABILITIES	MAYORS OFFICE	CS&E	DCD	EMERGENCY MGMT	FINANCE	HUMAN RESOURCES	PARKS & REC	POLICE	PUBLIC WORKS	PUGET SOUND FIRE	TIS
The capabilities necessary to reduce loss of life and property by lessening the impact of disasters.	Long-term Vulnerability Reduction			S	C	S				**P**		S
	Risk & Disaster Resilience Assessment		S	S	**P**		S	S		S	S	
	Threat & Hazard Identification		S	S	**P**				S	S	S	
RESPONSE *The capabilities necessary to save lives, protect property, and the environment, and meet basic human needs after an incident has occurred.*	Planning		S	S	S	S	S	S	**P***	**P***	**P***	S
	Public Information & Warning	S	**P**		C			S	S		S	
	Operational Coordination	S	S	S	C	S	S	S	**P***	**P***	**P***	S
	Infrastructure Systems			S	C					**P**		S
	Critical Transportation				C			S		**P**		
	Environmental/Health & Safety Response				C		**P**	S	S	S	S	
	Fatality Management Systems				C			S	S	S	**P**	
	Fire Management & Suppression				C						**P**	
	Logistics & Supply Chain Management	S			C	S		S		**P**	S	
	Mass Care Services		S		C			**P**				
	Mass Search & Rescue Operations				C				S		**P**	
	On-Scene Security/Protection/Law Enforcement				C				**P**			
	Operational Communications				**P**				S	S	S	S
	Public Health, Healthcare, & EMS				C						**P**	
	Situational Assessment	S	S	S	**P**	S	S	S	S	S	S	S
RECOVERY *The capabilities necessary to assist communities affected by an incident to recover effectively.*	Planning	**P**	S	S	C	S		S	S	S	S	S
	Public Information & Warning	S	**P**		C			S	S		S	
	Operational Coordination				**P**							
	Infrastructure Systems			S	C					**P**		S
	Economic Recovery	**P**		S	C	S				S		
	Health & Social Services		**P**		C			S				
	Housing		**P**	S	C			S				
	Natural & Cultural Resources			S	C			**P**		S		

Departments noted with a P in the above matrixes may play a primary role depending upon the nature of the incident. If more than one department has primary responsibilities due to the nature of the incident, a unified command will be formed.*

V. RESPONSIBILITIES

Generally, everyone involved in the response—elected officials, department directors, supervisors, and employees have a common goal of meeting the needs of Tukwila residents. All departments have focus area(s) as shown in the Core Capabilities Matrix. In support of that, each department has its own operating procedures and operational responsibilities. Most areas of responsibility are self-evident. The goal is to work together.

The following are basic responsibilities for emergency management operations provided by and through the City, County, State, and Federal roles. Detailed responsibilities and essential activities for the City of Tukwila are found in the appropriate department annexes.

A. Government Roles

City Council & Administration

In the City, the Mayor and City Council are ultimately responsible for the public safety and welfare of the people in their jurisdiction. The Mayor has appointed department directors to provide strategic guidance and resources across all five mission areas. The Mayor and City Council may shape or modify laws, policies, and budgets, in accordance with TMC 2.57.

During an activation, the City Council will convene pursuant to TMC 2.57.040 to perform legislative duties as the situation demands and will receive reports related to Emergency Management activities. Council will exercise its power by the adoption and enactment of ordinances and motions, and the appropriation of revenues and expenditures.

In coordination with and under the direction/request of, Emergency Management and the Policy Group additional response duties include:

- Coordinating with neighboring jurisdictions when the disaster crosses City boundaries.
- Obtaining/authorizing assistance from other governmental agencies.
- Provide authoritative representation when needed.
- Provide strategic level direction of response activities.
- Ensuring appropriate information is provided to the public.

Following a response, the Policy Group has the authority to appoint local recovery leadership that they select or that is selected by a designated recovery management organization.

The Director of Emergency Management for the City is the Deputy City Administrator. In the absence of a Director, the Mayor will appoint a new Director (TMC 2.57). The Director will be responsible for the organization, administration, and operation of the emergency management program.

Emergency Management

Emergency Management staff, consisting of a manager and coordinator, report to the Director of Emergency Management. Emergency Management will direct and coordinate development, implementation, and maintenance of all City emergency management related plans. Emergency Management facilitates coordination with outside agencies and organizations involved in emergency management, provides public education and information related to disasters, and manages the Emergency Operations Center during activations.

Local Government Departments

Local Government is responsible for ensuring that all community members receive timely information in a variety of accessible formats and efficient restoration to critical government services. Departments collaborate with emergency management during the development of local emergency plans and provide key response resources. Participation in the planning process helps ensure specific capabilities are integrated into an operationally ready plan to safeguard the community. Departments develop, plan, and train on internal policies and procedures to meet response needs safely.

King County Emergency Management

King County Emergency Management will coordinate emergency activities in unincorporated areas of the county and will facilitate communication, coordination, and resource support functions across all jurisdictions in King County. Tukwila is a signatory to the Regional Coordination Framework and the Hazard Mitigation Plan.

Washington State Emergency Management Division

Washington's State Emergency Management Division (EMD) coordinates all emergency management activities of the State to protect lives and property and to preserve the environment.

Washington State EMD will take appropriate actions to coordinate requests for various services such as specialized skills, equipment, and resources in support of State and local government emergency operations.

Federal Government

The Federal Government consists of several organizations that are responsible for emergency response and recovery activities, depending upon the incident. It is the responsibility of the Federal Emergency Management Agency (FEMA) to conduct consequence management activities to affected areas once a Presidential Emergency or Disaster Declaration has been made. FEMA facilitates the delivery of many types of Federal response assistance to state and local government, as well as coordinating the response of other federal agencies such as the Department of Defense (DoD), Health and Human Services (HHS), etc. It should be noted that many federal agencies have their own emergency response and recovery programs that are administered independently of FEMA (e.g., SBA, HUD, USDA), many of which are available outside of a Presidential Emergency or Disaster Declaration.

B. Incident Management Actions & Critical Tasks

Tukwila's Department Directors provide leadership for City services for all manner of threats, hazards, and emergencies. Departments Directors collaborate with the Emergency Manager during the development of emergency plans and provide key response resources. The Department Directors and their staff develop, plan, and train on internal policies and procedures to meet response needs safely. They also participate in interagency training and exercises to develop and maintain necessary capabilities.

When an incident occurs, departments will use the following general list as a basis for managing emergency operations:

1. Establish Incident Command following procedures established by each department.
2. Report to a pre-determined site to manage department operations.
3. Account for personnel.
4. Assess damage to facilities to identify if there are obvious safety concerns.
5. Assess personnel and resources available.
6. Assess problems and needs.
7. Report the situation, damages, and capabilities to the EOC.

8. If requested, send designated department staff/representatives to the EOC.
9. Carry out department responsibilities and assigned tasks.
10. Continue assessments and report to the EOC regarding resources, needs, damages, actions, etc.
11. Keep detailed and accurate records, documentation actions, costs, situations, etc.

Department Pre-Incident Actions (Preparedness & Mitigation)

Preparedness involves taking steps to prepare the City and community for emergencies and disasters while mitigation involves actions taken to protect lives and property. Specific preparedness activities for each department include:

- Establish policies and procedures for department chain of command and succession authority.
- Maintain the department Continuity of Operations Plan, to include but not limited to, primary and alternate locations for operations, necessary equipment and supplies needed to manage department activities, record preservation.
- Establish procedures to ensure the ability to activate personnel on a 24-hour basis.
- Make staff available, when requested by Emergency Management, for appropriate training and emergency assignments, such as EOC activities, damage assessment, and liaisons to other agencies and organizations. All costs of these activities will be the responsibility of the respective department.
- Maintain current inventory or key department personnel, facilities, and equipment resources.
- Encourage the personal preparedness of all employees.

Department Response Activities & Critical Tasks

Once an incident occurs, the priorities shift from prevention, preparedness, and mitigation to immediate and short-term response activities to preserve life, property, the environment, and the social, economic, and political structure of the community.

During the event, the Directors of each department, with Emergency Management, will:

- Assess the impact of the event on department personnel, facilities, equipment, and capabilities.
- Report any observed damage through the respective department's chain of command to the EOC on a continuing basis.
- Keep complete records of expenditures, time worked (straight time and overtime), equipment used, repairs, and other disaster-related expenditures.
- In coordination with the EOC and Incident Command, direct the execution of emergency operations plans and perform appropriate incident stabilization activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes.

- Response actions may include but are not limited the Community Lifelines and Core Capabilities. Though the City does not have the direct capability to perform all these functions, it will take steps to ensure that the functions are carried out as needed and will support those organizations responsible for their execution.

Department Recovery Activities & Critical Tasks

In the context of the single incident, once immediate response missions and lifesaving activities conclude, the emphasis shifts from response to recovery operations. Recovery involves actions needed to help individuals and communities return to normal when feasible. All response and recovery activities are detailed in Standard Operating Procedures (SOPs), and appropriate State and Federal recovery guidelines. The process of collecting and analyzing data, developing objectives and action plans, and documenting critical incident information in the EOC is guided by SOPs. Following the event, the Director of each department, with Emergency Management, will:

- Continue to report any observed damage and assess community needs.
- Prioritize recovery projects and assign functions accordingly.
- Coordinate recovery efforts and logistical needs with supporting agencies and organizations.
- Prepare documentation of the event, including the event log, cost analysis, and estimated recovery costs.
- Assist in establishing disaster assistance offices to aid private businesses and residents with individual recovery.
- Assess special community needs and provide information and assistance, as deemed appropriate.

C. Mutual Aid & Other Agreements – Requests for Assistance

When a major emergency occurs, it is anticipated that departments and other responding organizations will organize their areas of responsibility under manageable units, assess damages, and determine needs. If agency resources cannot meet the needs created by the incident, additional assistance may be requested through existing mutual aid agreements through King County Office of Emergency Management, surrounding jurisdictions, or directly from the State Emergency Operations Center (SEOC). Resources requested via King County or the SEOC may be delivered by other cities, counties, or Tribes in the state who are a part of Washington Mutual Aid System (WAMAS). Resources may also need to be procured from private sector companies.

In the event of an Emergency Proclamation, the deployment of resources will normally be coordinated through the EOC (if activated). Resources to support City operations may be placed in staging areas until specific assignments can be made. It is critical to note that all requested resources must be paid from local funds, with no expectation of reimbursement from another source.

The City of Tukwila is a signatory to the King County Regional Coordination Framework allowing for resources between cities to be shared freely during an emergency or disaster. The City also holds agreements with Puget Sound Regional Fire Authority to provide Fire & EMS services.

VI. COMMUNICATIONS

Integrated communications provide and maintain contact among and between incident resources; enable connectivity between various levels of government; achieve situational awareness; and facilitate information sharing. Above all, it provides accountability and safety for our responders. Planning, both in advance and during an incident, addresses equipment, systems, and protocols necessary to achieve integrated voice and data communications.

The principles of communications and information management, which support response efforts in maintaining a constant flow of information during an incident are:

- Interoperability;
- Reliability, scalability, and portability;
- Resilience and redundancy; and
- Security.

Information and intelligence management includes identifying Essential Elements of Information (EEIs). This ensures personnel gather the most accurate and appropriate data, translate it into useful information, and communicate with appropriate personnel.

A. Interoperable Communications (All Government)

When conditions disrupt communications systems, redundant systems will be utilized to establish communications locally, regionally, and with State EMD and response partners. The following communication methods, systems, and resources may be utilized.

Federal Interoperable Communications

TELECOMMUNICATIONS SERVICE PRIORITY (TSP) – TSP is an FCC program that directs telecommunications service providers to give preferential treatment to users enrolled in their program (WPS/GETS). The FCC provides the regulations for the program. The TSP program is in effect at all times and is not contingent upon a major disaster. Federal sponsorship is required to enroll in the TSP program.

INTEGRATED PUBLIC ALERT & WARNING (IPAWS) – IPAWS is an architecture that unifies the United States' Emergency Alert System (EAS), National Warning System (NWS), Wireless Emergency Alerts (WEA), and NOAA Weather Radio under a single platform. The program is organized and managed by FEMA and allows for the President of the United States to reach the nation, within minutes, with life safety information.

State Interoperable Communications

ALERT & WARNING CENTER (AWC) – A function of the State Emergency Operations Center (SEOC), the Alert and Warning Center (AWC) provides 24/7 coverage for notifications, alerts, and warnings of emergency events and incidents affecting Washington State. The AWC provides continuous situational monitoring. Federal, State, Local, and Tribal officials are responsible for further dissemination or action, as needed.

CEMNET RADIO – This system is the primary backup communication link between the State EOC and local EOCs throughout the State. It also serves as a link to other agencies, such as the State Departments of Ecology and Health, the UW Seismology Lab, and Harborview Medical Center.

Regional Interoperable Communications

WebEOC – A software program that EOCs use to communicate situational awareness and resource management with all EOCs in the County, as well as the State EOC.

800 MHz RADIO – Used by public safety organizations, the county uses a common template on all 800 MHz radios with the capability to form regional interoperable talk groups, allowing different organizations to communicate using designated talk groups.

AMATEUR RADIO OPERATORS – Amateur Radio teams or individual operators can provide backup and/or alternate communications during times of emergency through a spectrum of voice and digital mediums. Ham Radio volunteer groups exist throughout the region and can operate between jurisdictions to provide communications between local/county jurisdictions and the state emergency management offices. Tukwila has the Tukwila Emergency Communications (TEC) Team that provides this capability.

Regional Community Emergency Communications Resources

ALERT KING COUNTY (CODERED) – King County Emergency Management organizes and manages the Alert King County Program using the Onsolve/CodeRed platform. This voluntary, mass notification program allows for alerts (containing life safety information) to be sent to all those that have signed up to receive the notifications in the affected area. Tukwila may send their own notifications or request that King County Emergency Management send a notification on the City's behalf.

EMERGENCY/WIRELESS EMERGENCY ALERTS (EAS/WEA) – Emergency/Wireless Emergency Alerts are short emergency alerts that can be sent to WEA-Enabled mobile devices in a locally (geo-targeted) area by authorized alerting authorities. King County Emergency Management and Washington State Emergency Management Division are authorized alerting authorities that can send WEA messages on behalf of the City of Tukwila.

King County Emergency Blog (KCEMERGENCY.COM) – King County Emergency Management provides and maintains the KC Emergency blog as a regional resource that is activated during a widespread disaster or significant event. The information contained on the blog is intended for the community and may include safety tips, emergency directives, ways to stay informed and important updates.

Tukwila Internal Communications

MULTI-USE RADIO SERVICE (MURS) – Public Works maintains the licensing and equipment for a 154 MHz system that provides two-way communications.

TELECOMMUNICATIONS – Cellular (with Firstnet), VOIP, and MitelCollab Soft Phone technologies are maintained by Technology & Information Systems (TIS).

OFFICE365 – Outlook email, Teams and other office products are used for internal communications.

CITY INTRANET – Tukwila's intranet allows for emergency communications to be posted on the homepage.

EMERGENCY EMPLOYEE LINE – Maintained by Public Works and Human Resources, the employee line is a voicemail system that can be updated with recorded messages containing emergency or life-safety information.

Tukwila Community/External Communications Resources

SOCIAL MEDIA – Tukwila has several social media outlets on multiple platforms that could be used to share or amplify information. The City's social media presence includes:

- Facebook – City of Tukwila (official Government Page)
- Facebook – Tukwila Parks & Recreation (maintained by Parks)
- Facebook – Tukwila Police Department (maintained by Police)
- Facebook – Experience Tukwila (maintained by Economic Development)
- Facebook - Tukwila PIO (profile account maintained by the PD PIO)
- Facebook – Tukwila EM (profile account maintained by Tukwila EM)
  - Tukwila EM and Tukwila PIO are a part of several private community groups and can share information into those groups using their profile. Those community groups include Tukwila Talk, Tukwila REAL Talk, Tukwila Neighborhood, Allentown Advocates, Thorndyke Elementary PTA, Tukwila Elementary PTA)
- Nextdoor – maintained by Parks & Recreation
- Tik Tok - maintained by Tukwila Municipal Court
- Instagram – City of Tukwila (official Government Page)
- X (formerly Twitter) – City of Tukwila (official Government Page)

WEBSITES – Tukwila has two websites that could be used to post emergency information using an emergency banner on the homepage. The banner is for short ("twitter-like") messages that could be used to drive people to additional resources/information.

- Website – City of Tukwila tukwilawa.gov (Official Government Website)
- Website – Tukwila Police Department tukwilapd.com

PRINTED COMMUNICATIONS – Tukwila has several publications that are sent to various mailing lists and could be used in later phases of an emergency.

- Hazelnut – available in print and digitally. Print editions are mailed monthly to all addresses within Tukwila. Digital editions are sent to those that have subscribed to receive the information.
- Senior Scoop – available in print and mailed to Seniors on a mailing list maintained by Parks & Rec.
- Bulletin Boards – bulletin boards are placed strategically throughout the City and could be used to post printed information.
- Utility Billing – utility bills are sent monthly to addresses receiving utilities from Tukwila by the Finance Department and could contain additional mailers.

OTHER COMMUNICATIONS – Tukwila also has the following communications options available to distribute life safety or emergency information:

- City Cable TV Channel 21
- See Click Fix Application
- 1640 AM Shortwave Radio – allows for recorded messages to be heard in Tukwila.
- Distribution Lists – Several departments maintain various mailing/emailing lists of community contacts. Some community distribution lists are maintained in Constant Contacts. Departments with email distribution lists include:

  - Parks & Recreation – For seniors and other community programs
  - Human Services – organizations/service providers they work with
  - Communications – Digital Hazelnut
- Police/Fire/EMS Services – Police vehicles are equipped with public address speakers and can drive through neighborhoods and other populated areas providing emergency/life-safety information overhead.

COMMUNITY PARTNERS – Tukwila School District is one of many community partners that we could leverage to amplify emergency/life-safety information using their software systems (automated-calling), family liaisons, and distribution methods (email, flyers/letters home, etc.).

Area faith-based organizations, businesses, childcare facilities, senior centers, and property managers could also be leveraged to distribute information.

B. Jurisdictional Communications Plans & Special Populations

Tukwila's population includes over 40% foreign-born immigrants and refugees, making Tukwila one of the most diverse language communities in King County, creating a need for strategic and thoughtful plans for these communities.

Process for Access & Functional Needs Populations

The Access and Functional Needs (AFN) populations include those with visible and invisible disabilities that create a situation where accommodations are necessary for communications to be received and understood by the individual. This group includes but is not limited to individuals who are Hearing Impaired, Visually Impaired, and people with Intellectual & Developmental Disabilities (I/DD). To ensure that emergency messaging is accessible to the AFN community, the City of Tukwila will follow best practices as identified by the Americans with Disabilities Act and community subject matter experts, including those with lived experience. Best practices include:

- Ensuring ASL interpreters are available and fully visible to the cameras at all media briefings.
- Social media and digital content with images will have alternate text for each image.
- All digital and printed materials will be written in plain language and between the fourth and eighth grade reading comprehension level.
- All media, documents, and digital content will be screen reader friendly.

Limited English Proficiency (LEP) Populations

The City of Tukwila worked with King County Emergency Management on their development of the Inclusive Emergency Communications Plan (IECP) and has subsequently annexed the County's plan to ensure the whole community has access to life safety information in a language they understand.

The City of Tukwila has several systems, community networks, and communication methodologies that can be leveraged to relay critical, life-safety information as outlined above *(see Section A. "Interoperable Communications").* The City also has access to King County's pre-scripted translated messages, contracted language providers, pre-identified ethnic media outlets, the Regional Joint Information System and the County's Trusted Partner Network – a network of individuals and community-based or faith-based organizations who are seen as trusted agents within their

community who have agreed to relay life-safety message information in the appropriate language to their community (maintained by KCOEM). Upon request from the City, the County can utilize their resources to assist the City in the dissemination of information to LEP communities. Additionally, the city strives to maintain strong relationships with community and faith-based leaders, as well as schools and businesses in Tukwila who may be able to assist in emergency message dissemination.

Washington State RCW 38.52.070(3)(a)(ii) defines significant population segment as "each limited English Proficiency language group that constitutes five percent or one thousand, whichever is less, of the population of persons eligible to be served or likely to be affected within a city, town, or county." According to the State Office of Financial Management (OFM) LEP data, the City of Tukwila has three LEP language groups considered significant population segment. They are:

Languages	Est. Language Speakers	% of Population
English	10,513	48%
Spanish	2,470	11%
Other Unspecified Languages*	1,658	8%
Other Asian & Pacific Island*	1,123	5%
Vietnamese	873	4%
Somali/Amharic	-	-
Other Indo-European	849	4%

Table 1: *Table of languages spoken in Tukwila. Asterisks (*) indicate the data meets the thresholds for the law but cannot be complied with due to the non-descriptiveness of the category.*

Given the number of Somali residents and their presence as an economic and cultural hub, we believe that Somali would currently meet the RCW 38.52.070(3)(a)(ii) definitions of a significant population. However, the data provided by The State Office of Financial Management only provides data down to the county (not jurisdiction) level. Additionally, partners at WA EMD who assisted in compiling 2020 Census data were unable to provide clarification or additional information regarding how to address and comply with the law when multiple languages have been categorized non-descriptively.

Frequency of LEP Emergency Notifications

King County will report annually on the number of alerts issued, the reach of alert messages to other language communities, translation and technological challenges and recommendations for improvement to the local jurisdictions.

Evaluating Life Safety Communications Efficacy

Following every life safety event, a debrief is conducted and information from the debrief forms the basis of the After-Action Report (AAR). Debriefs of the event include the evaluation of sentinel events, such as deaths and injuries. Information regarding the number of deaths among specific populations, number of specific populations utilizing services, and follow-up with targeted communities will be used as the basis to evaluate efficacy of our targeted populations messaging. Information collected will be included in the AAR and Improvement Plan (IP) and be assigned to specific individuals or groups to find solutions and close identified gaps.

Technological Challenges & Limitations

All the above-mentioned options for communicating with our LEP communities come with significant challenges. One of largest challenges is that most of the above communication options for mass notification are "owned" by other entities which may delay communications if a regional event occurred. It also assumes that the City will be able to reach the County using one of the redundant systems and due to infrastructure collapse, it may be difficult to reach those entities in a reasonable amount of time.

In addition to issues of ownership, Alert King County can broadcast in two languages simultaneously by mobile, text, landline, and email. However, it cannot direct specific language translations to specific individuals or populations. Until recently, CodeRed (Alert King County's software platform) messages were not available in multiple languages. King County has been working with the vendor to have several languages implemented into their software. Currently, the software does not support all the languages identified above for Tukwila's identified LEP communities. Social media presents unique challenges to an aging population as not all communities are users of social media.

Addressing Challenges & Resource Needs

All technology has limitations that can only be addressed by the developers working to enhance the software or hardware. However, the City of Tukwila can address these gaps by deploying as many communication dissemination tactics as possible, including other mediums (social media, print, listservs/distribution lists), and methods (targeted messaging, utilization of community partners, door-to-door messaging). Exercising each aspect of the IECP to identify, document, and address gaps will also improve the resilience and efficacy of the plan.

To address the technological challenges above and to utilize alternative mediums and methods, the City of Tukwila will need the following resources:

- Content Accessibility Training that can teach identified positions how to develop and assess content for accessibility.
- Pre-populated emergency/life safety messages in targeted languages.
- Contracts with interpretation and language services, including ASL.
- Cultural sensitivity training for all staff.
- Development of relationships with businesses and community leaders of targeted populations.

Tukwila has a cross-departmental Equity Policy Implementation Committee (EPIC) that provides recommendations and solutions, including language access. EPIC would take the lead on addressing challenges and resources that are within their scope.

VII. ADMINISTRATION

A. Documentation Process

Each city department will designate personnel to be responsible for the documentation of emergency operations within their department. During emergency operations, non-essential activities may be suspended. Personnel not assigned to essential duties may be assigned to other departments to provide support and documentation services.

Having comprehensive and accurate records is necessary in submitting requests for assistance or reimbursement following an emergency. The EOC and departments will have a

process established to ensure they are able to maintain accurate records. Important records for the EOC include, but are not limited to, the following:

- Situation Reports
- EOC Action Plans
- Request(s) for Assistance
- Damage Assessments
- Emergency Proclamations
- Expenditure Reports
- Individual Logs
- Force account time and equipment usage
- After-Action Reports

Reports generated by the EOC may be used For Official Use Only (FOUO) or they may be disseminated and shared for situational awareness, reimbursement, or other purposes that further the collaboration and communication that drives and supports the response. Dissemination of information will occur through the EOC, if activated, and will follow internal processes for approval and industry best practices.

B. Document Retention & Preservation

Records of emergency operations will be retained and preserved and lawfully destroyed or transferred per RCW 40.14. When appropriate, emergency reports and expenditures will be coordinated, and documentation for state and/or federal reimbursement and/or assistance programs shall be prepared and submitted to the appropriate state and federal agencies.

As necessary, the City may coordinate the protection of essential records with the State Archivist to provide continuity of government under emergency conditions, pursuant to RCW 40.10.010. The City Clerk's Office will assist the EOC and departments in identifying and maintaining accurate records for retention.

VIII. FINANCE

Emergency expenditures are not normally integrated into the budgeting process. Nevertheless, disasters occur on a periodic basis requiring substantial and necessary unanticipated obligations and expenditures. In those situations, financial operations may be carried out under compressed schedules and intense public pressures, necessitating expeditious (non-routine) procedures, but with no lessened sound financial management and accountability.

The City assumes requested resources will need to be paid out of local/general funding and makes no assumptions about the potential for reimbursement. The City may incur disaster-related obligations and expenditures in accordance with the provisions of RCW 38.52.070(2), applicable state statutes and local codes, charters, and ordinances, which may include but are not limited to:

- Emergency expenditures for cities with populations less than 300,000 (RCW 35.33.081)
- Emergency expenditures for cities with an ordinance providing for a biennial budget (RCW 35.33.081)
- Emergency expenditures for code cities (RCW 35A.33.080 and RCW 35A.34.140)

A. Expenditure Approval & Documentation Process

In emergency situations, political subdivisions have the power to enter contracts and incur obligations without regard to the time-consuming procedures and formalities prescribed by

law (except under mandatory constitutional requirements) including but not limited to budget law limitations and the appropriation and expenditure of public funds. Individual employees of the City may not incur expenditures outside of regular purchasing parameters without those parameters being waived through a City Emergency Proclamation.

Expenditures necessary for the immediate survival of persons endangered by an emergency or that may be incurred by a disaster may not exceed the legal limitations of the budget unless the City Council passes a resolution authorizing a budget amendment. RCW 35A.33 grants City Council the authority to make expenditures without public notice or hearing and also gives the Mayor authority, subject to Council imposed regulations, to redirect appropriations within any one fund of the city.

To allocate funds towards a disaster or emergency, a reasonable estimate will be determined by the City's administration, which would estimate a gap in funding between the overall cost of the disaster and the funding received from Federal, State, and Local funding sources. City Administration will provide financial spending limitations to the EOC for purchases and other operational related expenses.

In addition to funds allocation, the Finance Department will create a project code in their financial tracking systems to ensure separate and accurate accounting of disaster-related costs. This project code will be used by all city Departments, the EOC, and others that have any financial responsibility associated with the disaster. The City or its representatives, when expending resources in response to an emergency or disaster, will maintain detailed records during the incident that meet all financial and accounting requirements.

B. Cost Recovery & Reimbursement

Following an emergency or disaster, there may not always be a reimbursement avenue, however the city should take appropriate actions and follow the same level of documentation standards in the event that reimbursement becomes available. Cost recovery may come from:

- Jurisdiction Insurance/Risk Pool
- State Reimbursement Programs
- Federal Reimbursement Programs
- Grants from non-profit organizations or foundations
- Private-Sector Entities (in cases where they are responsible for causing the incident)

Federal/State Reimbursement

Emergency or disaster related expenditures and obligations of local political subdivisions may be reimbursed under several Federal or State programs. Reimbursement of approved expenditures for work performed in the restoration of certain public facilities may be authorized by the Federal or State government after a major disaster declaration by the President under statutory authority of certain federal agencies. The Federal Emergency Management Agency (FEMA) provides funding to public entities through the Public Assistance Program. Other agencies that may provide post-disaster funds to public agencies include, but are not limited to:

- Washington State Department of Energy—FCAAP Grants
- US Department of Transportation—Trans Aid
- US Fish & Wildlife
- FEMA Mitigation Program
- US Army Corp of Engineers
- Federal Highway Administration (for "on-system" roads)
- Natural Resources Conservation Service

C. Presidential Disaster Declaration

Pending a Presidential Disaster Declaration

After an occurrence that may result in a declared disaster or emergency, King County Office of Emergency Management (KCEOM) will send notifications and forms to the local jurisdictions for reporting disaster related loss.

During response and recovery efforts, departments are responsible for using those forms to report information related to damage(s) incurred by public facilities and infrastructure. Forms are compiled and sent back to KCOEM for county-wide compilation and submission to the Washington State Emergency Management Operations Center (SEOC). If expenditures exceed a preset threshold, the Governor will request a Presidential Disaster Declaration.

Pending this declaration, emergency disaster expenditures will come from currently appropriated local funds in accordance with RCW 35.33.081 and RCW 35.33.091.

Following a Presidential Disaster Declaration

Following a Presidential Disaster Declaration, Joint Field Offices may be opened and staffed by FEMA and State staff for the purpose of administering the assistance programs. Briefings will be arranged for all eligible applicants. The Finance Department is responsible for attending these briefings and completing all paperwork related to requesting disaster assistance. Below are some of the avenues for assistance.

PUBLIC ASSISTANCE PROGRAM

Public Assistance provides funds directly to State and Local governments and certain qualified non-profits to aid communities who are responding to and recovering from a disaster or emergency that has resulted in a Presidential Disaster Declaration. The program provides emergency assistance to help save lives and protect property, as well as assist in the permanent restoration of community infrastructure. The Federal share of assistance is not less than 75% of the eligible cost. The recipient (the State) determines how the non-Federal share (up to 25%) will be split with sub-recipients (eligible applicants).

The State Administrative Program provides procedures used by the Military Department, Emergency Management Staff (as Grantee) to administer the Public Assistance Program. Audits of State and local jurisdiction emergency expenditures will be conducted in the normal course of State and local government audits. Audits of projects approved for funding with Federal disaster assistance funds are necessary to determine the eligibility of the costs claimed by the applicant.

INDIVIDUAL ASSISTANCE PROGRAM

Individual Assistance provides funds to individuals and families impacted by a federally declared disaster or emergency. This program is designed to help meet disaster applicants' needs, which include housing assistance (temporary housing, repair, replacement, etc.) and other needs (medical, funeral costs, clean-up, moving, etc.).

If a Disaster Declaration authorizes Individual Assistance, a toll-free federal telephone registration number is provided for people to report damages and begin the assistance process. Individual Assistance reporting is coordinated through King County Office of Emergency Management, but local Human Services Departments and non-profit organizations may be asked to support applicants through the process.

SMALL BUSINESS ADMINISTRATION (SBA) LOANS

Businesses can apply for loans from the Small Business Administration (SBA) Program following a Federally Disaster Declared Disaster. These loans may cover operating expenses, business losses, wage losses, etc. The SBA Program can also offer loans to residents to repair or replace their primary home to its pre-disaster condition and replace some personal property (i.e. appliances and furniture). The SBA also has the authority to declare a disaster to authorize their own programs even when a Federal Major Disaster Declaration is not in place.

OTHER NEEDS ASSISTANCE PROGRAM (ONA)

The Other Needs Assistance Program (ONA) under FEMA's Individuals and Households Program (IHP), provides financial assistance to necessary expenses and serious needs directly caused by the disaster, but is not covered by other assistance programs. The ONA may provide assistance for the following to those that qualify:

- Childcare
- Medical & Dental Services
- Funeral Expenses
- Transportation
- Moving & Storage
- Critical Needs
- Miscellaneous and Other Expenses

IX. LOGISTICS

Following an emergency or disaster, all City departments are responsible for providing personnel and equipment to support emergency operations as directed by the Mayor or their designee. Emergency operations will be conducted by City personnel and efforts will be supplemented by trained volunteers. The City maintains an inventory management system that is managed jointly by Public Works and Parks. This system is designed to provide current information on city resources and their status.

A. Resource Procurement

Following an incident, the City will transition logistics ordering from a department spending process to a centralized ordering process led by the Logistics Section of the EOC. The Logistics Section will be staffed by individuals within the city who have been trained to perform the duties and assignments of this section and has the responsibility of processing requests, ordering, and procuring the necessary operational resources to support City Department response efforts. Lower priority resources may be fulfilled prior to higher priority resources due to the availability of resources, the EOC will focus on resource acquisition to provide and achieve the following:

- Life Safety
- Incident Stabilization
- Protection of Property
- Protection of Environment

The Logistics Section will work first to procure resources through already established mutual aid and vendor contracts. For resources that are not available or procurable through established contracts, the Logistics Section will work to source new contracts or agreements for requested resources and utilize mutual aid agreements with other jurisdictions. New contracts or agreements must be approved by Legal.

When local resources have been or are expected to be exhausted or overwhelmed (including department resources, private vendors, and automatic/local mutual aid), assistance can be requested via WebEOC through King County, which may also be forwarded to Washington State EMD. Requests can be submitted to King County via any available communications method and are not limited to WebEOC requests, though they are preferred.

When agreements don't exist and a resource cannot be procured by local/county governments, the State may choose to attempt to procure resources through Washington State Mutual Aid System (WAMAS). WAMAS provides for in-state mutual assistance among member jurisdictions, including Tukwila. Resources that cannot be procured through WAMAS may come from out-of-state. Coordinated through Washington EMD, resources can be requested through the Emergency Management Assistance Compact (EMAC) or the Pacific Northwest Emergency Management Arrangement (PNEMA). To utilize EMAC, the Governor must issue an emergency proclamation. PNEMA does not require an emergency proclamation from the Governor.

Procurement Exceptions

In smaller, localized incidents, the Incident Commander or their designee may order resources directly.

B. Resource Gaps

Comprehensive and integrated planning can help other levels of government plan their response to an incident within a jurisdiction. By knowing the extent of the jurisdiction's capability, supporting planners can pre-identify shortfalls and develop pre-scripted resource requests.

C. Specialized Resources

In the event a situation is beyond the capability of local pre-designated mutual aid resources and/or contracts, City of Tukwila EOC will request additional or specialized resources through King County Office of Emergency, which may forward them to Washington State EMD, who may in turn forward them to other states via EMAC, or to the federal government. It is important to note that the City of Tukwila is obligated to pay for these resources, fiscal impacts must be accounted for.

D. Resource Request Process

The Finance & Logistics Section is responsible for having procedures to provide projected and/or anticipated costs, checklists for requesting and providing assistance, process for record keeping, and a description of reimbursement procedures. Resources requests, procurement, tracking, and deployment will follow the Resource Management Process *(Figure 4).*

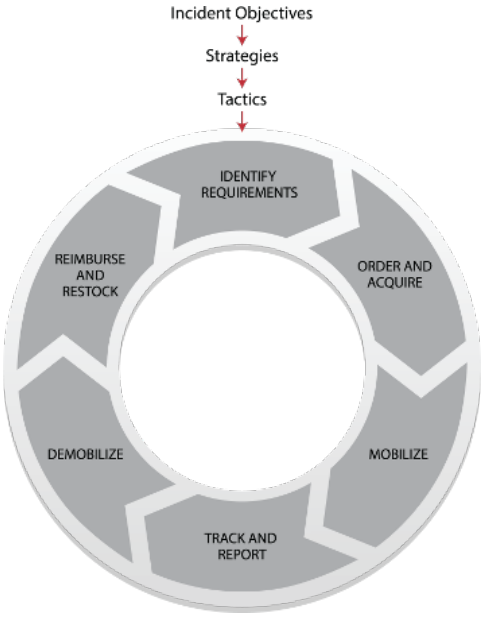


Figure 4. Resource Management Process.

Resource Deployment

Resources should only be deployed when appropriate authorities request and dispatch them through established resource management systems. Resources that authorities do not request should refrain from spontaneous deployment to avoid overburdening the recipient and compounding accountability challenges.

E. Emergency Worker Program & Credentialing

Volunteer emergency workers used during emergency and disaster operations will be registered with the City as outlined by RCW 38.52 and WAC 118.04 and all donated hours will be tracked. Volunteers who are preregistered will be issued identification. Spontaneous volunteers will be registered on-site, and their identity verified with government issued photo identification.

In any event where volunteer emergency workers are used, Emergency Management will obtain a mission number from Washington State EMD. All volunteers, their arrival/departure times, nature of the work performed, and any injuries or personal equipment losses will be documented for future reimbursement claims.

To access a site, credentials may be required. The EOC Logistics Section will provide credentials by email or print to a designated position at the disaster site; ensuring that those charged with scene access are aware of the specific credentials being used for verification. Once on-site, credentials and qualifications of incoming resources will explicitly be vetted by the original requestor before they are permitted to engage in response and recovery activities.

F. Donated Goods & Services

The city recognizes that both solicited and unsolicited goods and services will be donated to the City during times of emergency and disaster. Solicited donations of goods and services will be managed via the normal logistics and resource management process to fulfill the needs they were requested for and to secure appropriate documentation.

Every effort will be made for unsolicited donations of goods and services to be managed by a non-profit entity involved in the response or recovery efforts.

X. DEVELOPMENT & MAINTENANCE

Ongoing development and maintenance requires coordination with the whole community. Tukwila Emergency Management will coordinate all city agencies and organizations that have a role in incident response management for the development and execution of policy, planning, training, equipping, and other preparedness activities. Pursuant to TMC 2.57.050 "Emergency Management Council" and TMC 2.57.060 "Emergency Management Council Powers and Duties," this will primarily be achieved through the City's Emergency Management Committee. A version of this plan will be made available to the public on the City's website.

A. Review & Revision Process

Commonly used criteria can help decision makers determine the effectiveness and efficiency of plans. This measure includes adequacy, feasibility, and acceptability. Decision makers directly involved in planning can employ these criteria, along with their understanding of plan requirements, not only to determine a plan's effectiveness and efficiency but also to assess risks and define costs.

Adequacy
A plan is adequate if the scope and concept of planned operations identify and address critical tasks effectively; the plan can accomplish the assigned mission while complying with guidance; and the plan's assumptions are valid, reasonable, and comply with guidance.

Feasibility
A plan is feasible if the organization can accomplish the assigned mission and critical tasks by using available resources within the time contemplated by the plan. The organization allocates available resources to tasks and tracks the resources by status. Available resources include internal assets and those available through mutual aid or through existing intergovernmental agreements.

Acceptability
A plan is acceptable if it meets the requirements driven by a threat or incident, meets decision maker and public cost and time limitations, and is consistent with the law. The plan can be justified in terms of the cost of resources and if its scale is proportional to mission requirements.

Completeness
A plan is complete if it incorporates all tasks to be accomplished; includes all required capabilities; integrates the need of the whole community; provides a complete picture of the sequence and scope of the planned response operations; makes time estimates for achieving objectives; identifies success criteria and a desired end-state.

Compliance
The plan should comply with guidance and doctrine to the maximum extent possible.

The Emergency Manager will ensure that exercises of this plan are conducted on an annual basis, except in years when there are actual EOC activations. EOC activations will be used in lieu of exercises for plan evaluation and maintenance purposes. The plan will also be reviewed annually, following an exercise or activation and using the criteria above, to ensure no fundamental changes have occurred within the City that require updates to this plan. Necessary revisions will be incorporated into the plan.

B. After-Action Review/Reports (AARs)

After-Action Reviews (AAR) are an important part of understanding how and why emergency actions were successful or could have been more effective. They help the City improve its response and recovery efforts by evaluating the entire event, including training efforts beforehand.

Emergency Management will conduct an After-Action Review following each EOC activation and exercise, for the purpose of identifying lessons learned. All involved agencies, departments, and key personnel will be included in the AAR process to provide feedback and identification of areas for improvement and recommendations, as well as to identify things that work well and should be retained. Emergency Management will complete an Improvement Plan (IP) to capture the items learned from the AAR process, assign responsible parties for implementation, and follow-up with those parties to ensure the actions take place. Annual reports will be made by the Emergency Manager and provided to the City Administration regarding the status of the corrective actions on the Improvement Plan.

C. Ongoing Development

Exercises conducted in the city are a coordinated effort between Emergency Management, City Administration, and Department Directors. Per TMC 2.57.080, Emergency Management will ensure an education and training program is developed and implemented in emergency management tasks for City employees, residents, and businesses. Department Directors will make their staff available to attend training(s) that are required and/or relevant to the department’s emergency response responsibilities. Emergency Management follows the

NIMS Training Program requirements for each position in the City. Emergency Management may also assign additional training(s) based on the role the position plays in a response.

The exercises and training courses offered by the City will be based on current needs and a part of systematic effort to further the readiness of the City, the public, and organizations based in Tukwila. Exercises will be conducted utilizing the Homeland Security Exercise Evaluation Program (HSEEP). External sources of training opportunities can be found on WA EMD's Training Calendar and FEMA's Emergency Management Institute.

The city strives to be an active participant in local, regional, State, and national exercises. It is expected that the city will continue this active role in future County, regional and State exercises.

D. Revision & Maintenance Schedule

The Director of Emergency Management, or their designee, will appoint a primary City point-of-contact for CEMP management and maintenance. The city considers the CEMP to be in a constant state of revision. Whenever an event or incident has a scope and scale that requires the EOC to activate or requires complex support operations, the specific portions of the plan that were implemented will be reviewed and appropriately revised to reflect lessons learned and best practices resulting from EOC operations.

This plan will undergo significant updates as required by state law, with supplemental updates done as needed. The complete update will be submitted to Washington State Emergency Management Division for review every five years. Emergency Management will monitor and update this plan in accordance with changes in Federal and State requirements. While undergoing revision, the draft plan will be made available to the public for comment and discussion. Once plans have been finalized and adopted by City Council, the plan will be made available to the public via the City of Tukwila's website.

APPENDIX I: Terms & Definitions

After Action Report	A narrative report that presents issues found during an incident or exercise along with recommendations on how those issues can be resolved.
Access & Functional Needs	People with access and/or functional needs are those who may have additional needs before, during or after an incident in functional areas including, but not limited to, maintaining health, independence, communication, transportation, support, services, self-determination, and medical care. The term "Access & Functional Needs" has replaced, "special needs," "vulnerable," "high-risk," and similar terms.
Accessible	Having the legally required features and/or qualities that ensure easy entrance, participation and usability of places, programs, services, and activities by individuals with a wide variety of disabilities.
Agency	A division of government with a specific function offering a particular kind of assistance. In the Incident Command System, agencies are defined either as jurisdictional (having statutory responsibility for incident management), or as assisting or cooperating (providing resources or other assistance). Governmental organizations are most often in charge of an incident, though some exceptions apply.
All-Hazards	Describing an incident—natural or manmade—that warrants action to protect life, property, environment, and public health or safety, and to minimize disruptions of government, social or economic activities.
Alternate Facility	An alternate work site that provides the capability to perform minimum essential departmental or jurisdictional functions until normal operations can be resumed.
Appendix	Contains details, methods, and technical information that are unique to specific hazards identified as being likely to pose a threat of disaster in community. Appendices are supplementary, helper documents, frequently changing but without specific direction.
Area Command	An organization established to oversee the management of multiple incidents that are each being handled by a separate Incident Command System organization, or to oversee the management of a very large or evolving incident that has multiple Incident Management Teams engaged. A public official with jurisdictional responsibility for the incident usually makes the decision to establish an Area Command. An Area Command is activated only if necessary, depending on the complexity of the incident.
Chain of Command	The orderly line of authority within the ranks of the incident management organization.
Command	The act of directing, ordering or controlling by virtue of explicit statutory, regulatory, or delegation of authority.

Comprehensive Emergency Management Plan	A plan developed by the jurisdictional emergency management program and participating entities, which address the mitigation, preparation, response and recovery associated with emergency or disaster incidents, or large community events.
Concept of Operations (CONOPS)	User-oriented document that describes the characteristics for a proposed asset or system from the viewpoint of any individual or organizational entity that will use it in their daily work activities or who will operate or interact directly with it.
Continuity of Government	Measures taken by a government to continue to perform required functions during and after disaster. A coordinated effort within each branch of government to continue its minimum essential responsibilities in a catastrophic emergency.
Continuity of Operations Plan	An internal effort within individual components of a government to ensure the capability exists to continue essential component functions across a wide range of potential emergencies, including localized acts of nature, accidents, and technological or attack-related incidents.
Corrective Actions	The implementation of procedures that are based on lessons learned from actual incidents or from training and exercises.
Critical Infrastructure	Assets, systems, and networks – whether physical or virtual – so vital to the United States that the incapacitation or destruction of such assets, systems or networks would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters.
Damage Assessment	The process of determining the magnitude of damage and the unmet needs of the community because of a hazardous event. Estimation of damages made after a disaster has occurred which serves as the basis of the Mayor's Proclamation of Emergency.
Debrief	A meeting held after an event or disaster to discuss what happened, lessons learned and to discuss what may or may not be shared with the public.
Delegation of Authority	A statement provided to the Incident Commander by the Agency Executive, delegating authority, and assigning responsibility. The delegation of authority can include objectives, priorities, expectations, constraints, and other considerations or guidelines, as needed. Many agencies require written delegation.
Demobilization	The orderly, safe, and efficient return of an incident resource to its original location and status.
Department Operations Center (DOC)	An Emergency Operations Center (EOC) specific to a single department or agency. The focus of a DOC is on internal agency incident management and response. DOCs are often linked to and, in most cases, are physically represented in a combined agency EOC by authorized agent(s) for the department or agency.
Direction and Control	The emergency support function that defines the management of emergency response and recovery.

Disaster	An incident expected or unexpected, in which a community's available, pertinent resources are exhausted, or the need for resources exceeds availability, and in which a community undergoes severe damage, incurring losses so that the social or economic structure of the community is disrupted and the fulfillment of some or all of the community's essential functions prevented.
Emergency	An incident, whether natural or man-made, that requires responsive action to protect life or property. An emergency can also mean any occasion or instance for which it has been determined that State or Federal assistance is needed, to supplement our local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in the jurisdiction.
Emergency Alert System	A federally mandated program established to enable the President, federal, state, and local jurisdiction authorities to disseminate emergency information to the public via a Commercial Broadcast System. Formerly known as the Emergency Broadcast System, it requires broadcasters to relay emergency information. This system is for immediate action emergencies where the public needs to be informed.
Emergency Management Assistance Compact (EMAC)	A congressionally ratified organization that provides form and structure to interstate mutual aid. Through EMAC, a disaster-affected state can request and receive assistance from other member states quickly and efficiently, resolving two key issues up front: liability and reimbursement.
Emergency Management Organization	All officers and employees of the City, together with volunteers enrolled to aid them during an emergency, and all groups, organizations and persons who may, by agreement or operation of law, including persons pressed into service under the provisions of TMC 2.57.070, who shall be charged with duties related to the protection of life, environment and property in the City during such emergency, shall constitute the Emergency Management Organization.
Emergency Management	The preparation for and carrying out of all emergency functions to mitigate, prepare for, respond to, and recover from emergencies and disasters, to aid survivors suffering from injury or damage resulting from disasters caused by all hazards, whether natural or technological, and to provide support for search and rescue operations for persons and property in distress.
Emergency Management Director	The individual within each political subdivision that has coordination responsibility for jurisdictional emergency management.
Emergency Medical Services	A system that provides care to the sick and injured at the scene of any medical emergency or while transporting a patient in an ambulance to an appropriate medical control. In King County, the care will be BLS (Basic Life Support) provided by an EMT (Emergency Medical Technician) or ALS (Advanced Life Support) by a paramedic.

Emergency Operations Center (EOC)	A physical or virtual location form which overall direction, control, and coordination of a jurisdictional response to a disaster is established. The EOC is generally equipped and staffed to perform the following functions: collect, record, analyze, display and distribute information; coordinate public information and warning; coordinate government agency activities; support first responders by coordinating the management and distribution of information and resources and the restoration of services; conduct appropriate liaison and coordination activities with all levels of government, public utilities, volunteer and civic organizations, and the public.
Emergency Operations Plan (EOP)	The NIMS compliant plan developed by jurisdictional emergency management program and participating entities, outlining the roles and responsibilities of the EOC staff supporting on-scene emergency operations and coordinating resources.
Emergency Proclamation	The legal action formalizing the ability of the jurisdictional authority (as determined by ordinance) to take extraordinary measures beyond normal capabilities to cope with the consequences of a natural or technological disaster in order to protect lives, property, economy, and environment. The local proclamation is a pre-requisite for county, state, or federal assistance. A local proclamation authorizes the use of local resources and allows emergency expenditures, as well as allowing for waiver of normal bid procedures and other processes.
Emergency Public Information	Information that is disseminated primarily in anticipation of or during an emergency. In addition to providing situational information to the public, it frequently provides direct actions required to be taken by the public.
Emergency Worker	Any person registered under RCW 18.01, a professional engineer registered under RCW 18.43, or a volunteer registered under RCW 38.52/WAC 118.04, who is registered with a local emergency management organization for the purpose of engaging in authorized emergency management activities or is an employee of the state of Washington or any political subdivision thereof who is called upon to perform emergency management activities.
Essential Functions	Those functions stated or implied that jurisdictions are required to perform by statute or executive order or are otherwise necessary to provide vital services, exercise civil authority, maintain the safety and well-being of the general populace, and sustain the industrial/economic base in an emergency.
Essential Operations	Those operations stated or implied that departments are required to perform by statute or executive order or are otherwise deemed necessary.
Essential Personnel	Staff of the department or jurisdiction that are needed for the performance of the organization’s mission essential functions.
Evacuation	A protective action which involves leaving an area of risk until the hazard has passed.

Event	A planned, non-emergency activity. ICS can be used as the management system for a wide range of events e.g., parades, concerts, and sporting events.
Facility	Any publicly- or privately-owned building, works, system, or equipment built or manufactured, or an improved and maintained natural feature.
Federal Emergency Management Agency	An agency created in 1979 to provide a single point of accountability for all federal activities related to disaster mitigation and emergency preparedness, response, and recovery. FEMA manages the President's Disaster Relief Fund and coordinates the disaster assistance activities of all federal agencies in the event of a Presidential Disaster Declaration.
Hazard	Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.
Hazard Identification & Vulnerability Analysis	A comprehensive plan that is the result of a systematic evaluation of a jurisdiction's existing natural and technological hazards. It includes a vulnerability assessment to such hazards and provides guidance for mitigation efforts.
Hazardous Materials	Material(s) which, because of their chemical, physical or biological nature, pose a potential risk to life, health, environment, or property when released.
Hazard Mitigation	Any measure that will reduce or prevent the damaging effects of a hazard.
Incident	An occurrence or event, either human-caused or natural phenomena, that requires action by emergency services personnel to prevent or minimize the loss of life or damage to property and/or environment.
Incident Action Plan	An oral or written plan containing general objective(s) reflecting the overall strategy for managing an incident. It contains strategic goals, tactical objectives, and support requirements for an incident. All incidents require an Incident Action Plan. Small, single emergencies may have a verbal Incident Action Plan.
Incident Command System	The organizational element responsible for overall management of the incident consists of the Incident Commander (either single or unified command structure) and any assigned supporting staff. The Incident Command System establishes common standards in organization, terminology, and procedures.
Incident Management	The broad spectrum of activities and organizations providing effective and efficient operations, coordination and support applied at all levels of government, utilizing both governmental and nongovernmental resources to plan for, respond to, and recover from an incident, regardless of cause, size, or complexity.
Incident Objectives	Statements of guidance and direction needed to select appropriate strategy(ies) and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively

	deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow strategic and tactical alternatives.
Joint Information Center (JIC)	A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media. Public Information Officers from all participating agencies should co-locate to the JIC.
Joint Information System (JIS)	A structure that integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, accurate, accessible, timely and complete information during crisis or incident operations. The mission of the JIS to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the Incident Commander; advising the Incident Commander concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in emergency response efforts.
Jurisdiction	A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., Federal, State, tribal, local boundary lines) or functional (e.g., law enforcement, public health).
Jurisdictional Agency	The agency having jurisdiction and responsibility for a specific geographical area, or a mandated function.
Local Government	Public entities that are responsible for the security and welfare of a designated area as established by law. A county municipality, city, township, local public authority, school district, special district, interstate district, council of governments, and many more meet the definition of a local government.
Major Disaster	As defined by the Stafford Act, "Any natural catastrophe (including hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mud slide, snow storm, or drought) or, regardless of cause, any fire, flood, or explosion in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of states local governments, and disaster relief organizations in alleviating the damage, loss, hardship, and suffering caused hereby."
Management by Objectives	A management approach that involves a five-step process for achieving the incident goal that includes the following approach: establishing overarching incident objectives; developing strategies on overarching incident objectives; developing and issuing assignments, plans, procedures and protocols; establishing specific, measurable tactics or tasks for various incident-management functional activities and directing efforts to attain them, in support of defined strategies; and documenting results to measure performance and facilitate corrective action.

Mitigation	Any sustained actions taken to eliminate or reduce the degree of long-term risk to human life, property, and the environment from natural and technological events. Mitigation assumes our communities are exposed to risks regardless of if an emergency occurs. Mitigation measures include, but are not limited to building codes, disaster insurance, hazard information systems, land use management, hazard analysis, land acquisition, monitoring and inspection, public education, research, relocation, risk mapping, safety codes, statutes and ordinances, tax incentives and disincentives, equipment or computer tie downs, and stockpiling emergency supplies.
Multi-Agency Coordination (MAC) Group	A group of administrators or executives, or their appointed representatives, who are typically authorized to commit agency resources and funds. A MAC Group can provide coordinated decision-making and resource allocation among cooperating agencies, and may establish the priorities among incidents, harmonize agency policies, and provide strategic guidance and direction to support incident management activities.
Mutual Aid Agreement	Written or oral agreement between and among agencies/organizations and/or jurisdictions that provides a mechanism to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during and/or after an incident.
National Incident Management System	The concept that provides for a total approach to all risk incident management. NIMS addresses the ICS, training, qualifications and certifications, publications management, and supporting technology. NIMS outlines a standard incident management organization called Incident Command System (ICS) that establishes five functional areas—command, operations, planning, logistics, and finance/administration—for management of all major incidents. Within NIMS is the principle of Unified Command.
National Response Framework	The plan that established the basis for the provision of federal assistance to a state and local jurisdiction impacted by a catastrophic or significant disaster or emergency that results in a requirement for federal response assistance.
Non-Essential personnel	Staff of the department or jurisdiction who are not required for the performance of the organization's mission-essential functions.
Objective(s)	The specific operations that must be accomplished to achieve goals. Objectives must be both specific and measurable.
Operational Period	The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually they last 12 to 24 hours.
Plain Language	Communication that can be understood by the intended audience and meets the purpose of the communicator. For National Incident Management System, plain language is designed to eliminate or limit the use of codes and acronyms, as appropriate, during incident responses involving more than a single agency.

Plan Maintenance	Steps taken to ensure the plans are reviewed regularly and updated whenever a major change occurs.
Preliminary Damage Assessment	The joint local, state, and federal analysis of damage that has occurred during a disaster and which may result in a Presidential Declaration of Disaster. The PDA is documentation through surveys, photos, and written information.
Preparedness	The range of deliberate, critical tasks, and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training, and exercises, personnel qualification and certification, equipment certification, and publication management.
Presidential Disaster Declaration	Formal declaration by the President that an Emergency or Major Disaster exists based upon the request for such a declaration by the Governor and with the verification of the FEMA Preliminary Damage Assessment.
Prevention	Actions to avoid an incident, or to intervene to stop an incident from occurring. Prevention involves those actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include some countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation or quarantine; as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.
Public Information	Processes, procedures, and systems for communicating timely, accurate, and accessible information on an incident's cause, size, and current situation; resources committed; and other matters of general interest to the public, responders and additional stakeholders (both directly affected and indirectly affected).
Public Information Officer	The person designated and trained to interface with the public media and/or with other agencies with incident-related information requirements.
Radio Amateur Civil Emergency Services (i.e. Ham Radio Operators)	Volunteer Ham (amateur) radio operators who provide reserve communications within government agencies in time of extraordinary need. Although the exact nature of each activation will be different, the common thread is communications.
Recovery	A short-term and long-term process. Short-term operations restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal, or improved state of affairs, including some form of economic viability. Recovery measures include, but are not limited to, crisis counseling, damage assessment, debris clearance, decontamination, disaster application centers, disaster insurance

	payments, disaster loans and grants, disaster unemployment assistance, public information, reassessment of emergency plans, reconstruction, temporary housing, and full-scale business resumption. Also, the extrication, packaging and transporting of the body a person killed in a search and rescue incident.
Response	The actual provision of services during an event. These activities help to reduce casualties and damage to speed recovery. Actions taken immediately before, during, or directly after an emergency occurs, to save lives, minimize damage to property and the environment, and enhance the effectiveness of recovery. Response measures include, but are not limited to, emergency plan activation, emergency alert system activation, emergency instructions to the public, emergency medical assistance, staffing the emergency operations center, public official alerting, reception and care, shelter and evacuation, search and rescue, resource mobilization, and warning system activation.
Situation Report	Confirmed or verified information regarding the specific details relating to an incident.
Stafford Act	The Robert T. Stafford Disaster Relief and Emergency Assistance Act constitutes statutory authority for most federal disaster response activities, especially as they pertain to the Federal Emergency Management Agency (FEMA) programs.
Unified Command	An Incident Command System application used when more than one agency has incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command, often the senior persons from agencies and/or disciplines participating in the Unified Command, to establish a common set of objectives and strategies and a single Incident Action Plan.
Warning & Information	Advising the public of a threatening or occurring hazard and providing information to assist them in safely preparing for and responding to the hazard.
Whole Community	Defined by the Federal Government, "Whole Community" is a means by which residents, emergency management practitioners, organizational community leaders, and government officials can collectively understand and assess the needs of their respective communities and determine the best ways to organize and strengthen their assets, capacities, and interests. Whole Community includes individuals and families, including those identified as at-risk or vulnerable populations; businesses; faith-based and community organizations; nonprofit groups; schools and academia; media outlets; and all levels of government, including state, local, tribal, territorial, and federal partners.

APPENDIX II: ACRONYMS

AAR	After-Action Report
AFN	Access & Functional Needs
ALS	Advanced Life Support
ARES	Amateur Radio Emergency Services
ASL	American Sign Language
AWC	Alert & Warning Center
BLS	Basic Life Support
CEMNET	Comprehensive Emergency Management Network
CEMP	Comprehensive Emergency Management Plan
COG	Continuity of Government
COOP	Continuity of Operations Plan
DOC	Department Operations Center
EAS	Emergency Alert System
EMAC	Emergency Management Assistance Compact
EMD	Emergency Management Division
EOC	Emergency Operations Center
FEMA	Federal Emergency Management Agency
IAP	Incident Action Plan
ICS	Incident Command System
I/DD	Intellectual & Developmental Disabilities
KC	King County
KCC	King County Code
KCOEM	King County Office of Emergency Management
LEP	Limited English Proficiency
MAC	Multi-Agency Coordination Group
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MURS	Multi-use Radio System
NGO	Non-Governmental Agency
NIMS	National Incident Management System
NRF	National Response Plan
OFM	Office of Financial Management
PDA	Preliminary Damage Assessment
PIO	Public Information Officer
PSRFA	Puget Sound Regional Fire Authority
RCW	Revised Code of Washington
SBA	Small Business Administration
SEOC	State Emergency Operations Center
SMART	Specific, Measurable, Achievable, Relevant, Time-bound
SOP	Standard Operating Procedure
UC	Unified Command
WAC	Washington Administrative Code
WA EMD	Washington Emergency Management Division
WAMAS	Washington Mutual Aid System

APPENDIX III: Authorities & References

This appendix is a compilation of references used in the completion of this version of the City of Tukwila Comprehensive Emergency Management Plan. References include Federal, State, local codes and regulations, as well as texts, plans, and City department operating standards.

CODES & REGULATIONS

City of Tukwila

- TMC 2.57 Emergency Management
- Tukwila Emergency Management Ordinance No. 2337

Washington State

- RCW 4.24.480 Liability of Members of State Hazardous Materials…
- RCW 4.24.314 Hazardous Materials – Responsible Party
- RCW 49.70 Worker and Community Right to Know Act
- RCW 35.33.081 Emergency Expenditures – Nondebatable Emergencies
- RCW 35.33.091 Emergency Expenditures – Other Emergencies
- RCW 35.33.101 Emergency Warrants
- RCW 38.52 Emergency Management
- RCW 38.56 Intrastate Mutual Aid System
- RCW 39.34 Interlocal Cooperation Act
- RCW 40.10.010 Essential Record Designation
- RCW 42.14 Continuity of Government
- RCW 43.06 Governor's Emergency Powers
- RCW 49 Laws Against Discrimination
- RCW 68.52 Public Cemeteries and Morgues
- RCW 70.136 Hazardous Materials Incidents

- WAC 118-04 Emergency Worker Program
- WAC 118-30 Emergency Management
- WAC 118-40 Hazardous Chemical Emergency Response Planning and…
- WAC 246-100 Communicable Diseases
- WAC 246-500 Handling of Human Remains
- WAC 296-824 Emergency Response
- WAC 296-843 Hazardous Waste Operations
- WAC 296-62 General Occupation Health Standards

- Intrastate Mutual Aid System Substitute House Bill 1585
- Washington State Emergency Management Division revised Sandbag Bulk Distribution/Storage & Emergency Usage Policy
- Washington Hazard Identification and Vulnerability Assessment (HIVA)

Federal

- Public Law 93-288 Disaster Relief Act of 1974, as amended
- Public Law 96-342 Improved Civil Defense Act of 1980, as amended
- Public Law 99-499 Community Right to Know Act, SARA Title III
- Public Law 101-336 Americans with Disabilities Act, as amended
- Public Law 101-707 Robert T. Stafford Act

- Public Law 105-19 Volunteer Protection Act of 1997
- Public Law 105-381 Pacific Northwest Emergency Management Agreement
- Public Law 107-296 Homeland Security Act of 2002
- Public Law 109-308 Pets Evacuation & Transportation Standards (PETS) Act
- Public Law 920 Federal Civil Defense Act of 1950, as amended

- 11 CFR Part 11 FCC Rules & Regulations, Emergency Alert System
- 29 CFR Part 1910.120 Hazardous Waste Operations & Emergency Response
- 40 CFR Part 355 Emergency Planning and Notification
- 40 CFR Part 370 Hazardous & Chemical Reporting
- 44 CFR Part 205 Emergency Management & Assistance
- 44 CFR Part 205.16 Nondiscrimination

- HSPD 5 Management of Domestic Incidents (NIMS)
- HSPD-8 National Preparedness

- Policy 9523.19 Eligible Cost Related to Pet Evacuation & Sheltering

PLANS

City of Tukwila

- Department Standard Operating Procedures
- City of Tukwila Continuity of Operations Plan (COOP)

Regional/County Plans

- King County Hazard Mitigation & Vulnerability Assessment
- King County Comprehensive Emergency Management Plan
- King County Inclusive Emergency Communications Plan
- King County Regional Disaster Plan
- King County Regional Coordination Framework

State Plans

- Washington State Comprehensive Emergency Management Plan
- Emergency Management Assistance Compact (EMAC)

Federal Plans

- National Emergency Management Assistance Compact
- National Response Framework
- National Recovery Framework

APPENDIX IV: RECORD OF DISTRIBUTION

Department/Organization/Agency	Name/Position	Delivery Date MM/YY	# Copies Provided	Receipt Review Acceptance
			Hardcopy_____ Digital _____	☐ Receipt ☐ Review ☐ Acceptance
			Hardcopy_____ Digital _____	☐ Receipt ☐ Review ☐ Acceptance
			Hardcopy_____ Digital _____	☐ Receipt ☐ Review ☐ Acceptance
			Hardcopy_____ Digital _____	☐ Receipt ☐ Review ☐ Acceptance
			Hardcopy_____ Digital _____	☐ Receipt ☐ Review ☐ Acceptance
			Hardcopy_____ Digital _____	☐ Receipt ☐ Review ☐ Acceptance
			Hardcopy_____ Digital _____	☐ Receipt ☐ Review ☐ Acceptance
			Hardcopy_____ Digital _____	☐ Receipt ☐ Review ☐ Acceptance
			Hardcopy_____	☐ Receipt

Department/Organization/Agency	Name/Position	Delivery Date MM/YY	# Copies Provided	Receipt Review Acceptance
			Digital _____	☐ Review ☐ Acceptance
			Hardcopy_____ Digital _____	☐ Receipt ☐ Review ☐ Acceptance
			Hardcopy_____ Digital _____	☐ Receipt ☐ Review ☐ Acceptance
			Hardcopy_____ Digital _____	☐ Receipt ☐ Review ☐ Acceptance
			Hardcopy_____ Digital _____	☐ Receipt ☐ Review ☐ Acceptance
			Hardcopy_____ Digital _____	☐ Receipt ☐ Review ☐ Acceptance
			Hardcopy_____ Digital _____	☐ Receipt ☐ Review ☐ Acceptance
			Hardcopy_____ Digital _____	☐ Receipt ☐ Review ☐ Acceptance

APPENDIX V: CORE CAPABILITIES DEFINITIONS

MISSION AREAS

PREVENTION	Prevent, avoid, or stop an imminent, threatened, or actual act of terrorism.
PROTECTION	Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspiration, and way of life to thrive.
MITIGATION	Reduce the loss of life and property by lessening the impact of future disasters.
RESPONSE	Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
RECOVERY	Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing, and sustainable economy, as well as health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

CORE CAPABILITIES

ALL AREAS

Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.
Public Information & Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, culturally and linguistically appropriate methods to effectively relay information regarding a threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.

PREVENTION & PROTECTION

Forensics & Attribution	Conduct forensic analysis and attribute terrorist acts (including the means and methods of terrorism) to their source, to include forensic analysis as well as attribution for an attack in an effort to prevent initial or follow-on acts and/or swiftly develop counter-options.
Intelligence & Information Sharing	Provide timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning physical and cyber threats to the United States, its people, property, or interests; the development of proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, territorial, federal,

	and other stakeholders. Information sharing is the ability to exchange information, data, or knowledge among government or private sector entities, as appropriate.
Interdiction & Disruption	Delay, divert, intercept, halt, apprehend, or secure threats and/or hazards.
Screening, Search, & Detection	Identify, discover, or locate threats and/or hazards through active and passive surveillance and search procedures. This may include the use of systematic examinations and assessments, bio surveillance, sensor technologies, or physical investigation and intelligence.
Access Control & Identity Verification	Apply and support necessary physical, technological, and cyber measures to control admittance to critical locations and systems.
Physical Protective Measures	Implement and maintain risk-informed countermeasures, and policies protecting people, borders, structures, materials, products, and systems associated with key operational activities and critical infrastructure sectors.
Cybersecurity	Protect (and if needed, restore) electronic communications systems, information, and services from damage, unauthorized use, and exploitation.
Supply Chain Integrity & Security	Strengthen the security and resilience of the supply chain.
Risk Mgmt. for Protection Programs & Activities	Identify, assess, and prioritize risks to inform protection activities, countermeasures, and investments.

MITIGATION

Community Resilience	Enable the recognition, understanding, communication of, and planning for risk and empower individuals and communities to make Informed risk management decision necessary to adapt to, withstand, and quickly recover from future incidents.
Risk & Disaster Resilience Assessment	Assess risk and disaster resilience so that decision makers, responders and community members can take informed action to reduce their entity's risk and increase their resilience.
Long-term Vulnerability Reduction	Build and sustain resilience systems, communities, and critical infrastructure and key resources lifelines so as to reduce their vulnerability to natural, technological, and human-caused threats and hazards by lessening the likelihood, severity, and duration of adverse consequences.
Threat & Hazards Identification	Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes so as to clearly understand the needs of a community or entity.

RESPONSE

Environmental Response/Health & Safety	Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from all-hazards in support of responder operations and the affected community.
Critical Transportation	Provide transportation (including infrastructure access and accessible transportation services) for response priority objectives, including the evacuation of people and animals, and the delivery of vital response personnel, equipment, and services into the affected areas.
Situational Assessment	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading affects, and the status of the response.
Fatality Mgmt. Services	Provide fatality management services, including decedent remains recovery and victim identification, working with local, state, tribal, territorial, insular area, and federal authorities to provide mortuary processes, temporary storage or permanent internment solutions, sharing information with mass care services for the purpose of reunifying family members and caregivers with missing persons/remains, and providing counseling to the bereaved.
Fire Mgmt. & Suppression	Provide structural, wildland, and specialized firefighting capabilities to manage and suppress fires of all types, kinds, and complexities while protecting the lives, property, and the environment in the affected area.
Infrastructure Systems	Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.
Logistics & Supply Chain Mgmt.	Deliver essential commodities, equipment, and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as the coordination of access to community staples. Synchronize logistics capabilities and enable the restoration of impacted supply chains.
Mass Care Services	Provide life-sustaining and human services to the affected population to include hydration, feeding, sheltering, temporary housing, evacuee support, reunification, and distribution of emergency supplies.
Mass Search & Rescue Ops	Deliver traditional and atypical search and rescue capabilities, including personnel, services, animals, and assets to survivors in need, with the goal of saving the greatest number of endangered lives in the shortest time possible.
On-Scene Security Protection & Law Enforcement	Ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas and also for response personnel engaged in life-sustaining operations.
Operational Communications	Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.

Emergency Medical Services	Provide lifesaving medical treatment via Emergency Medical Services and related operations and avoid additional disease and injury by providing targeted public health, medical, and behavioral health support, and products to all affected populations.

RECOVERY

Health & Social Services	Restore and improve health and social services capabilities and networks to promote the resilience, independence, health (including behavioral health), and well-being of the whole community.
Economic Recovery	Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.
Natural & Cultural Resources	Protect natural and cultural resources and historic properties through appropriate planning, mitigation, response, and recovery actions to preserve, conserve, rehabilitate, and restore them consistent with post-disaster community priorities and best practices and in compliance with applicable environmental and historic preservation laws and executive orders.
Housing	Implement housing solutions that effectively support the needs of the whole community and contribute to its sustainability and resilience.

XII. DEPARTMENT ANNEXES

The City of Tukwila City Department Annexes outline each department's responsibilities and ICS functions during an activation. These annexes further define the capabilities that have been assigned above to each department (see page 16-17). Department Annexes occur in the following order:

Annex A: Community Services, & Engagement (CS&E)
Annex B: Department of Community Development
Annex C: Emergency Management
Annex D: Finance
Annex E: Human Resources
Annex F: Mayor's Office
Annex G: Parks & Recreation
Annex H: Police
Annex I: Public Works
Annex J: Technology Innovation Services

Please note that while Puget Sound Fire appears on the capability matrix, they are a contracted service provider and, therefore, do not have a written annex.

ANNEX A: Community Services & Engagement

I. SUMMARY

Community Services & Engagement is responsible for ensuring accurate, timely, and effective communications with Tukwila's residents, businesses, visitors, employees, as well as media. Community Services and Engagement supports every City department to inform stakeholders of key issues and events, and to help find and tell great stories within the City of Tukwila. Serving a diverse community, the division ensures a broad use of communication methods and encourages two-way communications and feedback, with the goal of encouraging a true conversation within our community.

Inclusion and Engagement ensures accountability to the City's Equity Policy and Goals, including facilitating the work of organization-wide teams in identified priorities. This area is also responsible for developing engagement strategies and partnerships towards effective outreach and increased equity in community participation. The division also serves as the lead for major real estate transactions and sensitive capital projects.

II. PURPOSE

The mission and purpose of Community Services and Engagement (CS&E) is to support the well-being of Tukwila's residents by assisting residents in accessing human services; funding programs to address prioritized gaps and needs; leveraging community resources and partnerships; and working regionally to generate solutions that contribute to a thriving community. The division also manages a Minor Housing Repair Program, tourism, communications, and government affairs.

Community Services and Engagement plays a key role in mitigation, response and recovery.

The Federal Emergency Management Agency (FEMA) has identified 32 core capabilities that are the distinct critical elements necessary to prepare for, respond to, and recover from a disaster. CS&E has a primary responsibility to execute three core capabilities and supports nine other core capabilities. The core capabilities are identified and defined below.

Primary Capabilities

Capability	Definition	In Practice
Public Information & Warning	Deliver coordinated, prompt, reliable, and actionable information to whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the action being taken and the assistance being made available, as appropriate.	You'll take the lead in providing life safety and other related emergency communications to the community. You may also develop communications that support emergency efforts. You will ensure that all public information laws are adhered to, and that information is shared in multiple languages and formats across multiple mediums.
Health & Human Services	Restore and improve health and social services capabilities and networks to promote resilience,	You'll work with key community health and human service entities and stakeholders to understand the

Capability	Definition	In Practice
	independence, health (including behavioral health), and well-being of the whole community.	issues they're experiencing, relaying that information to Emergency Management/EOC, and provide government assistance, within scope, to those stakeholders as well as individuals/families.
Housing	Implement housing solutions that effectively support the needs of the whole community and contribute to its sustainability and resilience.	You'll work with local and federal partners to provide temporary and long-term housing to affected individuals. You'll work closely with the community to understand their needs, advocate on their behalf, and help them understand the requirements and resources available to them.

Primary departments or agencies have significant authorities, roles, resources, and capabilities for a particular function within a capability. Primary departments are responsible for:

- Orchestrating support within their functional area for the appropriate response Core Capabilities and other missions.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies as well as appropriate State officials, operations centers, and other stakeholders.
- Coordinating resources resulting from mission assignments, working closely with other organizations to maximize resources.
- Monitoring progress in achieving Core Capability and other missions, and providing that information as situational awareness.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Identify equipment or capabilities required to prevent or respond to new or emerging threats and hazards or to validate and improve capabilities to address changing risks.
- Promote accessibility, programmatic inclusion, and effective communication for the whole community, including individuals with disabilities.

Supporting Capabilities

Capability	Definition	In Practice
Public Information & Warning	Deliver coordinated, prompt, reliable, and actionable information to whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the action being taken and the assistance being made available, as appropriate.	You are sharing other department's safety information, disseminating it to a wider audience. You will ensure that all public information laws are adhered to, and that information is shared in multiple languages and formats across multiple mediums.

Capability	Definition	In Practice
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	You'll develop plans and protocols for your areas of responsibility (ex. Inclusive Emergency Communications Plan), and you'll support the planning efforts of other departments by providing subject matter expertise and the lens under which your work is performed.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.	You'll ensure that all staff in your division have completed required NIMS/ICS trainings. You'll define a structure, using NIMS/ICS best practices, that includes everyone working on the problem or project, adhere to/respect that structure, and work collaboratively with other departments/stakeholders to accomplish the project or task.
Risk Management for Protection Programs	Identify, assess, and prioritize risks to inform protection activities, countermeasures, and investments.	You'll work internally with stakeholders to help them understand community concerns and priorities around terrorism and other public safety efforts.
Risk & Disaster Resilience Assessment	Assess risk and disaster resilience so that decision makers, responders, and community members can take informed action to reduce their entity's risk and increase their resilience.	You'll support others in assessing risk by being the voice of the underserved, vulnerable, or limited-English communities so that other departments can better understand their risks and needs. You'll also help provide information about preparedness and disasters in our region to those communities so that they can decrease their risk.
Threat & Hazard Identification	Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes so as to clearly understand the need of a community or entity.	You'll understand the threats and hazards in our area so that you can anticipate the potential impacts and needs of the community and plan accordingly. For example, you'll translate emergency messages related to the threats in our area.
Situational Assessments	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.	You'll keep the community apprised of its response efforts through multiple platforms, languages, and mediums. You'll provide situational information related to community impacts to Emergency Management/EOC so that problems and issues can be addressed.
Mass Care	Provide life-sustaining and human services to the affected population, to	You'll work closely with Parks & Recreation to bring area providers

Capability	Definition	In Practice
	include hydration, feeding, sheltering, temporary housing, evacuee support, reunification, and distribution of emergency supplies.	and services into shelters. You'll also work to disseminate shelter information throughout the community, which may include shelter location, direction, hours, etc. in multiple formats, languages, and across multiple mediums.
Community Resilience	Enable the recognition, understanding, communication of, and planning for risk and empower individuals and communities to make informed risk management decisions necessary to adapt to, withstand, and quickly recover from future incidents.	You'll work closely with emergency management to provide preparedness classes and other preparedness resources to LEP and AFN communities. You'll assist in the translation of key/critical city documents.

Support departments or agencies have specific capabilities or resources that can support primary agencies in executing capabilities and other missions. The activities of support agencies typically include:

- Participate in planning for incident management, short-and-long-term recovery operations, and the development of supporting operational plans, standard operating procedures, checklists, or other job aids.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Coordinating resources resulting from response mission assignments.

III. SITUATION OVERVIEW

In an emergency, all divisions and programs within CS&E will assist with efforts related to public information and warning, health and human services, and housing while supporting several other areas of an emergency or disaster.

A. Emergency/Disaster Hazards & Conditions

Disasters and emergencies have occurred and will continue to occur throughout the City of Tukwila. The King County Hazard Mitigation Plan identifies the following technological and natural hazard vulnerabilities: severe weather, earthquake, civil disturbances, fire, volcanic eruption, terrorism, and infrastructure failures.

The recovery efforts in the City will be dependent upon the nature and magnitude of the disaster, size and severity of the damage, population affected, and the resources available. A significant emergency or disaster may damage or limit the existing resources needed to maintain vital City services. The amount of damage to structures, essential systems, and services, could displace thousands of survivors; forcing them from their homes. Thousands of families may be immediately separated from a sudden-impact event (i.e. children at school and parents at work). Depending upon the time of day, transients, tourists, and other guests may also be involved.

Following an emergency or disaster, there will be a need for rapid dissemination of emergency, life safety information so that survivors can make informed decisions about their safety.

B. Planning Assumptions

The information and procedures included in this plan have been prepared utilizing the best information available at the time of preparation. As the true extent of the impacts of a disaster cannot be known before it occurs, the City can only endeavor to make every reasonable effort to respond based upon the situation, information, and resources available at the time. The outcome of an emergency may be different than the expected outcome based on these assumptions and others.

While not an exhaustive list, the assumptions listed in this subsection apply to all sections and documents that make up the annex. They are as follows:

- Initial reports of damages will be fragmented, providing an incomplete picture of the extent of damage to critical infrastructure and community facilities.
- The needs of survivors will quickly overwhelm the capabilities of the city.
- Emergency messaging will need to be in multiple languages, using multiple platforms, and formats to increase the likelihood of reaching all communities.
- There will be a need for immediate or real-time translation. Those services will likely be overwhelmed or unavailable.

IV. CONCEPT OF OPERATIONS (CONOPS)

A. Organization & Normal Operations

Communications are the responsibility of several departments day-to-day, each promoting and communicating information relevant to their department and programs. Communications also take place across multiple mediums that are "owned" by various departments. CS&E provides social media posts for the official government pages and maintains a published newsletter that is sent to all addresses in Tukwila.

Other programs within CS&E operate under a small budget with minimal staff to provide human services to community members in need. CS&E also works to continuously propel the city forward in its equity goals and compliance of federal laws and regulations regarding civil rights.

B. Emergency/Disaster Response

Following an emergency or disaster, the Inclusive Emergency Communications Plan (IECP) brings together all communications stakeholders together to promote one unified message across the various platforms in multiple languages, leveraging individual relationships with other organizations to amplify the message.

C. Core Function(s) & Critical Tasks

FEMA has identified the following critical tasks for each core capability. The **core functions/capabilities** that have been identified above support each of the below critical tasks. These tasks span the mission areas, requiring some tasks to have been completed in advance of the emergency or disaster. Others are specific to the response.

Primary Capabilities

Capability	Critical Task
PUBLIC INFORMATION & WARNING	
Mitigation	Communicate appropriate information, in an accessible manner, on the risks faced within the community and region.
Response	Inform all affected segments of society of critical lifesaving and life-sustaining information by all means necessary, including accessible tools, to expedite the delivery of emergency services and aid the public to take protective actions.
Response	Deliver credible and actionable messages to inform ongoing emergency services and the public about protective measures and other life-sustaining actions and facilitate the transition to recovery.
Recovery	Reach all populations within the community with effective, actionable, recovery-related public information messaging and communications that are accessible to people with disabilities and people with Limited English Proficiency; protect the health and safety of the affected population; help manage expectations; and ensure stakeholders have a clear understanding of available assistance and their roles and responsibilities.
Recovery	Support affected populations and stakeholders with a system that provides appropriate, current information about any continued assistance, steady state resources for long-term impacts, and monitoring programs in an effective and accessible manner.
HEALTH & HUMAN SERVICES	
Recovery	Identify affected populations, groups, and key partners in short-term, intermediate, and long-term recovery.
Recovery	Complete an assessment of community health and social service needs; prioritize these needs, including accessibility requirements, based on the whole community's input and participation in the recovery planning process; and develop a comprehensive recovery timeline.
Recovery	Restore healthcare (including behavioral health), public health, and social service functions to Tukwila by working closely with providers to understand their needs and how the city may assist in meeting their needs.
Recovery	Restore and improve the resilience and sustainability of the healthcare system and social service capabilities and networks to promote the independence and well-being of community members in accordance with the specified recovery timeline.
HOUSING	
Recovery	Assess preliminary housing impacts and needs, identify available options for temporary housing, and plan for permanent housing.
Recovery	Ensure community housing recovery plans continue to address interim housing needs, lead the effort with city staff, other government entities, and private sector to assess options for permanent housing, and define a timeline for achieving a resilient, accessible, and sustainable housing market.
Recovery	Work with stakeholders to establish a resilient and sustainable housing market that meets the needs of the community, including the need for accessible housing within the specified timeframe in the recovery plan.

Supporting Capabilities

Capability	Critical Task
PLANNING	
Protection	Work with stakeholders to identify critical objectives in protection plans. Work with stakeholders to ensure the plans address the needs of the community and the community's concerns.
Protection	Participate in exercising of plans, maintain plans to ensure continuity of operations.
Mitigation	Develop plans that address relevant threats/hazards in the area.
Response	Develop operational plans that identify critical objectives based on the requirements, provide a complete picture of the sequence and scope of the tasks that must be performed to achieve the objectives.
Recovery	Participate in the inclusive planning team that is overseeing disaster recovery planning.
Recovery	Complete an initial recovery plan that provides an overall strategy and timeline, address all core capabilities, and integrates into socioeconomic, demographic, accessibility, technology, and risk assessment considerations (including projected climate change impacts), which will be implemented in accordance to the plan.
PUBLIC INFORMATION & WARNING	
Prevention	Share prompt and actionable messages with the public and other stakeholders, as appropriate, to aid in the prevention of an imminent terrorist attack.
Prevention	Provide public awareness information to inform the general public on how to identify and provide terrorism-related information to law enforcement.
Protection	Use effective and accessible indication and warning systems to communicate significant hazards to the public and other stakeholders.
OPERATIONAL COORDINATION	
Mitigation	Establish protocols to integrate mitigation data elements in support of operations. Examples include translating common or likely emergency messages, in advance, based on the hazards in our area.
Response	Mobilize critical resources needed to execute your tasks and organize those resources in a structure that makes sense, using processes that are clearly communicated to everyone involved in completing the project/task.
Response	Utilize structures consistent with the National Incident Management System (NIMS) to carry out your work, meet basic human needs, and stabilize the incident.
THREAT & HAZARD IDENTIFICATION	
Mitigation	Identify the threats and hazards within our region. Work with the underserved, vulnerable, and Limited-English communities to help the city understand their concerns and priorities related to mitigation projects.
SITUATIONAL ASSESSMENTS	
Response	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage government, private, and nongovernment resources within and outside the affected area to meet basic human needs and stabilize the incident.

Capability	Critical Task
Response	Deliver enhanced information to reinforce ongoing lifesaving and life-sustaining activities, and engage governmental, private, and non-governmental resources within and outside the affected area to meet basic human needs, stabilize the incident, and transition to recovery.
MASS CARE	
Response	Support Parks & Recreation in moving and delivering resources and capabilities to meet the needs of disaster survivors, including individuals with access and functional needs.
Response	Support the establishment of emergency shelters and other temporary housing needs (including accessible housing) for the affected population.
Response	Support the move from congregate care to non-congregate care alternatives and provide relocation assistance or interim housing solutions for families unable to return to their pre-disaster homes.
COMMUNITY RESILIENCE	
Mitigation	Through translated materials and other preparedness engagement, empower individuals and communities to make informed decisions to facilitate actions necessary to adapt to, withstand, and quickly recover from future incidents.

V. RESPONSIBILITIES

CS&E is responsible for the following:

- Coordinate the efforts related to **message dissemination,** ensuring messages are going out in multiple languages, using multiple mediums, and multiple platforms.
- **Assess and coordinate human services needs** of the community during an emergency or disaster.
- Lead **housing** efforts in Tukwila by bringing all the partners together and helping them understand the needs of the community.
- **Supporting human services mass care operations** performed by Parks & Recreation by working with area providers to bring resources to individuals in shelters.
- **Provide a conduit for information** to our vulnerable, underserved, and Limited-English communities.
- Ensure the City's **response is, to the extent possible, fair, equitable**, and meeting the needs of the community.
- **Liaise with the community and other government entities** in support of the response.

In addition to performing the core functions defined above, CS&E also has the following responsibilities, as outlined by the CEMP Base Plan.

Preparedness & Mitigation

- Participate in emergency management trainings, drills and exercises in support of emergency operations.
- Establish and maintain standard operating procedures for emergency operations.
- Maintain relationships with organizations that may assist in performing key functions or provide resources during an emergency or disaster.

- Identify and utilize current methods to lessen the effects of future emergencies and disasters.
- Maintain relationships with organizations that perform services and outreach to at risk populations; the elderly, people with disabilities, and/or those who do not speak English or where there is limited English proficiency to identify ways to meet their needs during an emergency.
- Maintain relevant contracts, ensuring an emergency response provision is outlined in each contract.
- Maintain a list of community organizations and their services or assets that can be used to assist affected residents after an emergency or disaster.
- Maintain an inventory of departmentally controlled assets and resources.

Response

- Attend Department/Division briefing(s) to coordinate disaster information and request resources needed to accomplish response and recovery activities.
- Provide assigned staff to the EOC when activated.
- Provide available personnel and resources for emergency or disaster work.
- Complete Essential Element of Information inquiries and submit them to the EOC or Emergency Management.
- Provide periodic departmental damage assessment reports to Emergency Management or the EOC.
- Maintain documentation in coordination with Emergency Management for all disaster expenses.
- Follow standard operating procedures for emergency operations.
- Using the Inclusive Emergency Communications Plan (IECP), communicate information vital to safety or life, the environment, and property to the community.
- Work with city PIOs and the Mayor's Office to prepare press and public information releases concerning a disaster or emergency.
- Work with city PIOs to prepare messages to assist department call receivers in providing public information.
- Work with city PIOs to respond to media inquiries, coordinate media briefings (location, frequency, etc.), provide escort services for the media and VIPs, and assess the need to establish public information phone lines.
- Assist the Director of Emergency Management and the Mayor in keeping the Council informed of the situation.
- Relocate essential resources away from hazard areas.
- Support community shelter efforts of Parks & Recreation.
- Coordinate with the EOC for the transition from response activities to long-term recovery.

Recovery

- Support Emergency Management in the disaster recovery process.
- Continue to provide information to Emergency Management or the EOC, as necessary.
- Follow appropriate policies and procedures in completing required documentation to justify emergency services, contracts, purchases, and expenditures.
- Attend required post-incident reviews to evaluate EOC and response procedures.
- Forward completed documentation for departmental costs incurred and volunteers utilized to Emergency Management.

- Revise internal policies and procedures to correct deficiencies learned from an emergency or disaster.
- Continue with response and recovery activities until completed.
- Support the recovery and restoration of City services.

VI. RESOURCE REQUIREMENTS

Resource requirements will depend upon the nature and extent of the incident and the means identified to respond to the incident. CS&E relies on supporting agencies and contracted partners to provide additional resources, depending upon their role in an incident.

A. Logistical Support

The IECP contains information on where to access the current media/ethnic media directors, translation services, resources lists, translated messages, and other vital documents related to emergency communications dissemination. The EOC SharePoint site contains guides and best practices documents regarding Public Information.

Staff identified to respond to the EOC will maintain their own city-issued devices for use in the EOC.

B. Communications & Data

CS&E, along with other city partners identified in the IECP, maintain ready access to all standard communication tools used on a daily basis (i.e., email, cell phones, web, social media, VOIP lines), as well as other operational communication tools inside the EOC (i.e., 800 MHz radios).

VII. Maintenance

This document is an external plan and follows the maintenance process, which includes a method and schedule for evaluation and revision. Lessons learned from exercises, special events, incidents, or disasters may result in a decision to evaluate portions of the documents ahead of the schedule.

The Director of this department/division has the responsibility for this document and will ensure that it is evaluated as outlined in the Base Plan schedule with updates and revisions being made to ensure guidance remains current. The department/division will facilitate the evaluations in consultation with Emergency Management.

RECORD OF CHANGES			
Date	Type	Contact	Summary

Annex B: Department of Community Development

I. SUMMARY

The Department of Community Development (DCD) is responsible for all matters affecting the development of the city. DCD assists residents and businesses on development, long-range planning, environmental sustainability of projects and programs that impact the city, and code enforcement.

The Divisions within DCD include Building Inspection & Code Enforcement, Permitting, Long-Range Planning, Development, and Plans Examination.

II. PURPOSE

The mission and purpose of DCD is to foster safe, decent, and sustainable neighborhoods and business development as well as enhance housing quality and affordability for the residents of the City of Tukwila.

Department of Community Development plays a key role in mitigation, response, and recovery.

The Federal Emergency Management Agency (FEMA) has identified 32 core capabilities that are the distinct critical elements necessary to prepare for, respond to, and recover from a disaster. DCD has a primary responsibility to execute one core capability and supports 10 other core capabilities. The core capabilities are identified and defined below.

Primary Core Capabilities

Capability	Definition	In Practice
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and or tactical level, approaches to meet defined objectives.	DCD leads the effort on mitigation planning for the community through long-range planning, the implementation of building codes, land use regulations, etc. and their enforcement.

Primary departments or agencies have significant authorities, roles, resources, and capabilities for a particular function within a capability. Primary departments are responsible for:

- Orchestrating support within their functional area for the appropriate response Core Capabilities and other missions.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies as well as appropriate State officials, operations centers, and other stakeholders.
- Coordinating resources resulting from mission assignments, working closely with other organizations to maximize resources.
- Monitoring progress in achieving Core Capability and other missions, and providing that information as situational awareness.
- Maintaining trained personnel to support interagency emergency response and support teams.

- Identify equipment or capabilities required to prevent or respond to new or emerging threats and hazards or to validate and improve capabilities to address changing risks.
- Promote accessibility, programmatic inclusion, and effective communication for the whole community, including individuals with disabilities.

Support Core Capabilities

Capability	Definition	In Practice
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical level approaches to meet defined objectives.	You'll support planning efforts by analyzing new plans, providing permits, planning resources, etc.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of Core Capabilities.	You'll ensure that all department staff have taken the required NIMS/ICS trainings. You'll use NIMS/ICS to create a structure that includes everyone working on the problem or project, adhere to/respect that structure, and work collaboratively with other departments/stakeholders to accomplish the project or task.
Infrastructure Systems	Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.	You'll support the work of other departments working to stabilize critical infrastructure by providing timely permits, inspections, building plan evaluations, ensure local & federal laws for development are adhered to, etc.
Long-Term Vulnerability Reduction	Build and sustain resilient systems, communities, and critical infrastructure and key resources and lifelines so as to reduce their vulnerability to natural, technological, and human-caused threats and hazards by lessening the likelihood, severity, and duration of adverse consequences.	You'll develop long-range plans and implement building codes and ordinances with the goal of mitigating future disasters. You'll practice or exceed the most current standards and recommendations for development.
Situational Assessment	Provide all decision makers with relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.	You'll provide requested information to Emergency Management/EOC and participate in completing any provided documentation.
Risk & Disaster Resilience Assessment	Assess risk and disaster resilience so that decision makers, responders, and community members can take informed	You'll assess damages or policy decisions and provide information about gaps/risks. You'll reduce risk through proactive establishment of codes and their enforcement.

Capability	Definition	In Practice
	action to reduce their entity's risk and increase resilience.	
Threat & Hazard Identification	Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes so as to clearly understand the needs of community or entity.	You'll keep hazards and threats in mind when approving permits and plans and work to mitigate the consequences of a disaster through development. You'll not allow irresponsible development.
Economic Recovery	Return economic and business activities to a healthy state and develop new business and employment opportunities that result in an economically viable community.	You'll work to provide timely and speedy processing of permits, and inspections to support the rebuilding of impacted areas.
Housing	Implement housing solutions that effectively support the needs of the whole community and contribute to its sustainability and resilience.	You'll work closely with Human Services, Parks & Rec, and state or federal agencies to identify locations for temporary housing. You'll execute planning and permitting for housing rebuilds or repairs in a timely manner.
Natural & Cultural Resources	Protect natural and cultural resources and historic properties through appropriate planning, mitigation, response, and recovery operations to preserve, conserve, rehabilitate, and restore them consistent with post-disaster community priorities and practices and in compliance with applicable environmental and historic preservation laws and Executive Orders.	You'll work closely with Parks and other entities to protect natural and cultural resources and preserve areas through zoning and permitting laws. You'll follow preservation and protection laws when approving development.

Support departments or agencies have specific capabilities or resources that can support primary agencies in executing capabilities and other missions. The activities of support agencies typically include:

- Participate in planning for incident management, short-and-long-term recovery operations, and the development of supporting operational plans, standard operating procedures, checklists, or other job aids.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Coordinating resources resulting from response mission assignments.

III. SITUATION OVERVIEW

In an emergency, all divisions of DCD will assist with environmental stability, damage assessments, implementation of constructions and repairs, and economic recovery for the community.

A. Emergency/Disaster Hazards & Conditions

Disasters and emergencies have occurred and will continue to occur throughout the City of Tukwila. The King County Hazard Mitigation Plan identifies the following technological and natural hazard vulnerabilities: severe weather, earthquake, civil disturbances, fire, volcanic eruption, terrorism, and infrastructure failures.

The response and recovery efforts in the City will be dependent upon the nature and magnitude of the disaster, size and severity of the damage, population affected, and the resources available. A significant emergency or disaster may damage or limit the existing resources needed to maintain vital City services. The amount of damage to structures, essential systems, and services, could rapidly overwhelm the capacity of the city to assess the event and respond effectively to basic and emergency human needs. Damage to critical infrastructure and communications could hamper emergency response efforts.

Following an emergency or disaster, there will be a need for rapid damage assessments to better understand the magnitude and severity of the situation and begin to plan for recovery activities. Critical facilities, such as mass care facilities, will need to be prioritized for structural inspections to ensure occupant safety.

B. Planning Assumptions

The information and procedures included in this plan have been prepared utilizing the best information available at the time of preparation. As the true extent of the impacts of a disaster cannot be known before it occurs, the City can only endeavor to make every reasonable effort to respond based upon the situation, information, and resources available at the time. The outcome of an emergency may be different than the expected outcome based on these assumptions and others.

While not an exhaustive list, the assumptions listed in this subsection apply to all sections and documents that make up the annex. They are as follows:

- Initial reports of damages will be fragmented, providing an incomplete picture of the extent of damage to critical infrastructure and community facilities.
- Building officials, engineers, and maintenance personnel and equipment may be overwhelmed, requiring resource assistance from outside agencies.
- Previously inspected structures may require re-evaluation when aftershocks occur.

IV. CONCEPT OF OPERATIONS (CONOPS)

A. Organization/Emergency Operations

DCD is organized under five major programs including, Building Inspection & Code Enforcement, Permitting, Long-Range Planning, Development, and Plans Examination. All city permitting has been centralized under DCD.

B. Disaster Response

Following an emergency or disaster, DCD would transition to emergency operations to support the response through the expedition of department processes without compromising laws, guidelines, and best practices.

C. Core Function(s) & Critical Tasks

FEMA has identified the following critical tasks for each core capability. The **core functions/capabilities** that have been identified above support each of the below critical tasks. These tasks span the mission areas, requiring some tasks to have been completed in advance of the emergency or disaster. Others are specific to the response.

Primary Core Capability

Mission Area	Critical Task
Mitigation	Understand threats/hazards in the jurisdiction and region. Develop and adopt progressive long-term plans, building codes, zoning laws, etc. to mitigate threat/hazard impacts to the community.

Supporting Core Capabilities

Mission Area	Critical Task
PLANNING	
Protection	Implement, exercise, and maintain plans to ensure continuity of operations.
Response	Develop operational plans that adequately identify critical objectives based on the planning requirement, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and are implementable within the timeframe contemplated in the planning using available resources.
Recovery	Convene the core of an inclusive planning team (identified pre-disaster), which will oversee recovery planning.
Recovery	Complete an initial recovery plan that provides an overall strategy and timeline, addresses all core capabilities, and integrates socioeconomic, demographic, accessibility, technology, and risk assessment considerations (including projected climate change impacts), which will be implemented in accordance with the timeline contained in the plan.
OPERATIONAL COORDINATION	
Mitigation	Establish protocols to integrate mitigation data elements in support of operations with all levels of government and tribes.
Response	Mobilize all critical resources and establish or integrate into command, control, and coordination efforts.
Recovery	Define the path and timeline for recovery leadership to achieve the jurisdiction's objectives that effectively coordinates and uses appropriate assistance from all levels of government, nongovernmental, and private sector resources.
INFRASTRUCTURE SYSTEMS	
Response	Decrease and stabilize immediate infrastructure threats through preliminary damage assessments and emergency permitting to the affected population, to include survivors in heavily damaged zones.
Response	Re-establish critical infrastructure within the affected areas through construction management, emergency permitting, and environmental stability efforts, to support ongoing emergency response operations, life sustainment, community functionality and transition to recovery.
Response	Provide for the clearance, removal, and disposal of debris through emergency permitting and environmental stabilization.

Mission Area	Critical Task
Recovery	Restore and sustain essential services (public and private) through emergency permitting, construction management, and building code enforcement to maintain community functionality.
Recovery	Develop a long-term recovery plan with a specified timeline for redeveloping community infrastructures to contribute to resiliency, accessibility, and sustainability.
Recovery	Provide systems that meet the community needs while minimizing service disruption, through construction management and emergency permitting, during restoration within the specified timeline in the recovery plan.
LONG-TERM VULNERABILITY REDUCTION	
Mitigation	Achieve a measurable decrease in the long-term vulnerability reduction of the community against current baselines, through long-term planning, progressive building codes and land use designations, amid a growing population base, changing climate conditions, increasing reliance upon information technology, and expanding infrastructure base.
SITUATIONAL ASSESSMENTS	
Response	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage all levels of government, non-governmental, and private sector resources within and outside the affected area to meet basic human needs and stabilize the incident.
Response	Deliver enhanced information through technical assistance to responders and the EOC to reinforce ongoing lifesaving and life-sustaining activities to meet basic human needs, stabilize the incident, and transition to recovery.
RISK & DISASTER RESILIENCE ASSESSMENT	
Mitigation	Complete a risk assessment that defines local vulnerabilities and consequences associated with potential natural, technological, and human-caused threats and hazards based on our natural, human, physical, cyber, and socioeconomic interests. Work to mitigate these risks through long-term planning and progressive land use designations and building codes.
THREAT & HAZARD IDENTIFICATION	
Mitigation	Identify the threats and hazards in your jurisdiction, in collaboration with the whole community.
ECONOMIC RECOVERY	
Recovery	Assist in restoring the affected area's economy through emergency permitting and construction management.
HOUSING	
Recovery	Assess preliminary housing impacts and needs, based upon a preliminary damage assessment and proper building code enforcement. Assess currently available options for temporary housing or temporary housing sites through emergency permitting. Plan for permanent housing through emergency permitting, construction management, long-term recovery planning, and progressive building codes, land use, and zoning practices.

Mission Area	Critical Task
NATURAL & CULTURAL RESOURCES	
Recovery	Through environmental stability efforts, implement measures to protect and stabilize records and culturally significant objects and structures.
Recovery	Mitigate the impacts to and stabilize natural and cultural resources and conduct a preliminary assessment of the impacts that identifies protections that need to be in place during stabilization through recovery.
Recovery	Complete an assessment of affected natural and cultural resources and develop a timeline for addressing these impacts in a sustainable and resilient manner.
Recovery	Preserve natural and cultural resources as part of an overall community recovery that is achieved through coordinated efforts with natural and recovery experts and recovery team in accordance with the specified timeline in the recovery plan.

V. RESPONSIBILITIES

DCD is responsible for the following core functions during an emergency or disaster:

- Coordinate and **organize the city's planning.**
- Oversee **environmental stability.**
- Provide **technical assistance** to responders and the EOC.
- Assist with **construction management**.
- Perform **preliminary damage assessments** to city facilities.
- Plan and review **comprehensive long-term recovery planning** efforts.
- Provide **emergency permitting** for response stabilization efforts, including efforts related to mass care, housing, and infrastructure systems.
- Assist in **long-term recovery efforts**, coordinating all involved agencies to ensure compliance and completion.
- Implement **progressive building codes, land use designations, etc. to mitigate** the impacts of a disaster on new residential and commercial construction.

In addition to performing the core functions defined above, DCD also has the following responsibilities, as outlined by the CEMP Base Plan.

Preparedness & Mitigation

- Participate in emergency management trainings, drills and exercises in support of emergency operations.
- Establish and maintain standard operating procedures for emergency operations.
- Maintain relationships with organizations that may assist in performing key functions or provide resources during an emergency or disaster.
- Identify and utilize current methods to lessen the effects of future emergencies and disasters.
- Manage and enforce city codes relating to storage, use and handling of hazardous materials, zoning, land use, etc. to lessen the impacts of an emergency or disaster.
- Maintain an inventory of departmentally controlled assets and resources.
- Maintain relevant contracts, ensuring an emergency response provision is outlined in each contract.

Response

- Attend Department/Division briefings to coordinate disaster information and request resources needed to accomplish response and recovery activities.
- Provide assigned staff to the EOC when activated.
- Provide available personnel and resources for emergency or disaster work.
- Complete Essential Element of Information inquiries and submit them to the EOC or Emergency Management.
- Provide periodic departmental damage assessment reports to Emergency Management or the EOC.
- Maintain documentation in coordination with Emergency Management for all disaster expenses.
- Follow standard operating procedures for emergency operations.
- Communicate information vital to safety or life, the environment, and property to the EOC.
- Relocate essential resources away from hazard areas if vulnerable to effects of disaster.
- Provide coordination of necessary resources to perform ATC-20/45 activities.
- Conduct ATC-20/45 damage assessments of facilities and critical infrastructure.
- Support community shelter efforts of Parks & Recreation through building safety inspections of pre-designated buildings.
- Provide for the efficient operation of the permit process and other special provisions necessary for the community to recover following an emergency or disaster.
- Coordinate with the EOC for the transition from response activities to long-term recovery.

Recovery

- Support Emergency Management in the disaster recovery process.
- Continue to provide information to Emergency Management or the EOC, as necessary.
- Follow appropriate policies and procedures in completing the required documentation to justify emergency services, contracts, purchases, and expenditures.
- Attend required post-incident reviews to evaluate EOC and response procedures.
- Forward completed documentation for departmental costs incurred and volunteers utilized to Emergency Management.
- Revise internal policies and procedures to correct deficiencies learned from an emergency or disaster.
- Continue with response and recovery activities until completed.
- Support the recovery and restoration of City services.

VI. RESOURCE REQUIREMENTS

Resource requirements will depend upon the nature and extent of the incident and the means identified to respond to the incident. DCD relies on supporting agencies and contracted partners to provide additional resources, depending upon their role in an incident.

A. Logistical Requirements

DCD requires access to tracking and permitting software such as Trak-It to perform permitting functions. Other resource requirements include specialized training such as ATC 20/45, and vehicles to conduct in-the-field work.

B. Communications & Data

DCD maintains ready access to all standard communication tools used on a daily basis (i.e., email, cell phones, web, social media, VOIP lines), as well as other operational communication tools inside the EOC (i.e., 800 MHz radios).

VII. Maintenance

This document is an external plan and follows the maintenance process, which includes a method and schedule for evaluation and revision. Lessons learned from exercises, special events, incidents, or disasters may result in a decision to evaluate portions of the documents ahead of the schedule.

The Director of this department/division has the responsibility for this document and will ensure that it is evaluated as outlined in the Base Plan schedule with updates and revisions being made to ensure guidance remains current. The department/division will facilitate the evaluations in consultation with Emergency Management.

RECORD OF CHANGES			
Date	Type	Contact	Summary

ANNEX C: EMERGENCY MANAGEMENT

I. SUMMARY

Emergency Management has the responsibility of ensuring the city and the community can prepare for, mitigate against, respond to, and recover from emergencies and disasters. Emergency Management activities involve the training of city departments and engagement with the entire community. This program works with all city departments and other regional governments to provide for continuity of operations and ensure essential services are maintained in the event of a large-scale incident.

II. PURPOSE

The purpose of Emergency Management is to provide incident coordination through core management and administrative support of the Tukwila Emergency Operations Center (EOC) for pre-planned or no-notice events. EOC coordination includes notification, activation, staffing, and deactivation; coordination of efforts among local, regional, State, and Federal agencies; and coordination of public information and warning. Additionally, collection, evaluation, and dissemination of information in regard to a potential or actual emergency or disaster and to support mitigation, preparedness, response and recovery activities of the City of Tukwila.

Emergency Management plays a critical role across all mission areas.

The Federal Emergency Management Agency (FEMA) has identified 32 core capabilities that are the distinct critical elements necessary to prepare for, respond to, and recover from a disaster. Emergency Management has a primary responsibility to execute seven core capabilities, supports three core capabilities, and plays a coordinating role in all other capabilities. The core capabilities are identified and defined below.

Primary Core Capabilities

Capability	Definition	In Practice
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	You'll lead the effort for emergency management strategic-level plans and support the work of operational plans created by the departments, acting as a project manager and facilitator.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.	You'll enforce best practices, such as the use of NIMS and maintain city-wide compliance through staff training. You'll utilize NIMS/ICS in the EOC as an organizational structure.
Community Resilience	Enable the recognition, understanding, communication of, and planning for risk and empower individuals and communities to make informed risk management decisions necessary to adapt to,	Through community engagement, you'll provide preparedness best practices. You'll host presentations, maintain a social media account, and try to keep preparedness top-of-mind for staff and community through fun and engaging efforts.

Capability	Definition	In Practice
	withstand, and quickly recover from future incidents.	
Risk & Disaster Resilience Assessment	Assess risk and disaster resilience so that decision makers, responders, and community members can take informed action to reduce their entity's risk and increase their resilience.	You deeply understand your community and its vulnerabilities. You help decision makers understand these vulnerabilities and how to mitigate them.
Threat & Hazard Identification	Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes so as to clearly understand the needs of a community or entity.	You'll take the lead on writing the Hazard Mitigation Annex and supporting the projects identified.
Operational Communications	Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.	You manage redundant communications options, their equipment, and staff. You'll maintain EOC operational communications equipment and participate in regular testing of the equipment.
Situational Assessment	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.	You'll maintain necessary relationships in the city and regionally to maintain situational awareness, using multiple sources. You take the lead on developing, disseminating, analyzing, and compiling Essential Elements of Information (EEIs).

Primary departments or agencies have significant authorities, roles, resources, and capabilities for a particular function within a capability. Primary departments are responsible for:

- Orchestrating support within their functional area for the appropriate response Core Capabilities and other missions.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies as well as appropriate State officials, operations centers, and other stakeholders.
- Coordinating resources resulting from mission assignments, working closely with other organizations to maximize resources.
- Monitoring progress in achieving Core Capability development and other missions, and providing that information as situational awareness.
- Maintaining trained personnel to support interagency emergency response and support teams.

- Identify equipment or capabilities required to prevent or respond to new or emerging threats and hazards or to validate and improve capabilities to address changing risks.
- Promote accessibility, programmatic inclusion, and effective communication for the whole community, including individuals with disabilities.

Support Core Capabilities

Capability	Definition	In Practice
Public Information & Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.	You'll support Public Information and Warning through the dissemination of information on social media and the use of CodeRed.
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	You'll support the preparedness/response planning efforts of other city departments by acting as a subject matter expert, project manager, and facilitator to the planning process to ensure comprehensive planning efforts.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.	You'll use NIMS/ICS to create a structure that includes everyone working on the problem or project, adhere to/respect that structure, and work collaboratively with other departments/stakeholders to accomplish the project or task.

Support departments or agencies have specific capabilities or resources that can support primary agencies in executing capabilities and other missions. The activities of support agencies typically include:

- Participate in planning for incident management, short-and-long-term recovery operations, and the development of supporting operational plans, standard operating procedures, checklists, or other job aids.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Coordinating resources resulting from response mission assignments.

III. SITUATION OVERVIEW

Disasters and emergencies have occurred and will continue to occur in the City of Tukwila. Through the King County Hazard Mitigation Plan, of which Tukwila is a

signatory, it is determined that the city is vulnerable to numerous technological and natural hazards. These hazards include, but are not limited to, severe weather (wind, rain, snow/ice), earthquake, civil disturbances, explosions, structural collapse, hazardous materials incident, major fire, volcanic eruption, and landslides.

IV. CONCEPT OF OPERATIONS

A. Organization/ Normal Operations

The Director of Emergency Management and/or the Emergency Manager, in conjunction with the Mayor, is responsible for making decisions regarding the activation of the EOC.

Emergency Management Duty Officer

During instances when the EOC is not activated, the Duty Officer serves as the single point of contact for the coordination of action, resources, information, and policy issues for incidents being managed by requesting city agencies and local and regional partners. This professional staff person is on-call and available 24 hours a day—7days a week. Activities supported include:

- Developing assessments of a situation when there may be a need to activate the EOC. In these situations, the Duty Officer will facilitate the gathering of stakeholders from key agencies to review the situation and determine next steps - up to and including activation of the EOC;
- Facilitating connections to ensure information and resources are being shared;
- Supporting agencies with resource intensive emergency response for an incident that seriously impacts the safety and well-being of the public;
- Coordinates any post-incident activities;
- Issues all-hazard alerts and warnings to local and regional agencies regarding incident impacts in the City of Tukwila;
- Coordinating the mobilization of city agency personnel resources to support incidents at the local, regional, and national levels.

B. Disaster Response

Upon notification of an incident or emergency, the City of Tukwila Emergency Management Duty Officer will alert and notify the appropriate emergency management staff and officials, activate the EOC (if necessary) and implement the Comprehensive Emergency Management Plan (CEMP). Emergency Management will support the Incident Commander by establishing a liaison with other organizations and entities and implement appropriate plan elements to support response and recovery operations.

Emergency Management, with the support of city departments provides a trained and experienced staff to fill management positions in the Command, Operations, Planning, Logistics, and Finance and Administration Sections of the EOC.

Operations Section

Operations are performed at the departmental level. The Operations Section of the EOC coordinates planning elements between the Department Operating Center (DOC) and the EOC. The Operations Section can expand at the EOC to accommodate the functions of Area or Unified Command. All other sections in the EOC are staffed to support the work of the Operations Section.

The Sections and outside agencies operating in the EOC will work to meet the information requirements of the EOC. This will include receiving periodic reports from field representatives. Additionally, the EOC may be required to request information from liaison coordinators, field representatives, or the private sector.

Planning Section

The Planning Section has the responsibility to collect, evaluate, process, and disseminate information documenting everything in situation and status reports. With this information, the Planning Section will develop EOC Incident Action Plans or Consolidated Action Plans.

Emergency Management provides an assessment and display of the hazard's impact, including the boundaries of the affected area and the distribution, type, and magnitude of damage.

Department Operating Centers report the current status of emergency response activities, resource needs, requests, and the status of critical facilities to the EOC for Planning. Planning will use this information to focus on response strategies and resource requirements beyond those needed for immediate response, attempting to anticipate future actions and needs.

Logistics Section

Staging areas will be identified by the EOC staff to provide a location for the assembly and assignment of resources coming from outside the city.

The City will commit all resources necessary to protect lives and property to relieve suffering and hardship. Should the emergency be of such magnitude that all local resources are committed, immediate requests for outside assistance will be made to King County Office of Emergency Management and to neighboring jurisdictions through existing mutual aid agreements.

Policy Group

The EOC will coordinate with the Policy Group in establishing priorities for the incident, and in the event of a scarcity of resources. Whenever information is lacking, contains insufficient detail, is ambiguous, or is conflicting, recommendations or decisions will be made using the best analysis possible under the circumstances using the combined talents of the staff then assembled.

Analysis and planning will continue until the EOC is deactivated. The analysis and planning functions may be transferred to Department Operating Centers following deactivation.

Emergency Communications

The Emergency Alert System (CodeRed & IPAWS) can be activated by Emergency Management or authorized local, state, or federal agencies designated at IPAWS Alerting Authorities. Emergency Management will make a request directly to our local alerting authority, King County Emergency Management. The decision to activate the Emergency Alert System for weather-related incidents would generally be the responsibility of the National Weather Service (NWS). For localized, non-weather-related incidents, King County Office of Emergency Management with or by request of the City of Tukwila will be the designated alerting authority for activating the Emergency Alert System for a Tukwila-specific event.

A complete list of emergency communications, for internal and external communications, is provided in the CEMP Base Plan (see VI. Communications) and the Inclusive Emergency Communications Plan (IECP).

C. Core Function(s) & Critical Tasks

FEMA has identified the following critical tasks for each core capability. The **core functions/capabilities** that have been identified above support each of the below critical tasks. These tasks span the mission areas, requiring some tasks to have been completed in advance of the emergency or disaster. Others are specific to the response.

Primary Core Capabilities

Mission Area	Critical Task
PLANNING	
Mitigation	Develop approved hazard mitigation plans that address relevant threats/hazards in accordance with the results of our risk assessment.
Response	Develop strategic-level plans such as the CEMP, COOP, etc.
OPERATIONAL COORDINATION	
Recovery	Establish tiered, integrated leadership and inclusive coordinating organizations that operate with unity of effort and are supported by sufficient assessment and analysis to provide defined structure and decision-making processes for recovery activities.
Recovery	Define the path and timeline for recovery leadership to achieve the jurisdiction's objectives that effectively coordinates and uses appropriate local, state, and federal assistance, as well as nongovernmental and private sector resources. This plan is to be implemented within the established timeline.
COMMUNITY RESILIENCE	
Mitigation	Ensure the City has a localized, risk-informed mitigation plan developed through partnerships across the entire community.
Mitigation	Empower individuals and communities to make informed decisions to facilitate actions necessary to adapt to, withstand, and quickly recover from future incidents.
RISK & DISASTER RESILIENCE ASSESSMENT	
Mitigation	Ensure that the City has conducted a risk assessment that defines localized vulnerabilities and consequences associated with potential, natural, technological, and human-caused threats and hazards to their natural, human, physical, cyber, and socioeconomic interests.
THREAT & HAZARD IDENTIFICATION	
Mitigation	Identify the threats and hazards within the city and across the region, in collaboration with the whole community, against a national standard based on sound science.
OEPRATIONAL COMMUNICATIONS	
Response	Ensure the capacity to communicate with both the emergency response community and the affected populations and establish interoperable voice and data communications between all levels of government.

Response	Re-establish sufficient communications infrastructure within the affected areas to support ongoing life-sustaining activities, provide basic human needs, and transition to recovery.
STUATIONAL ASSESSMENT	
Response	Deliver information sufficient to inform decision-making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside the affected area to meet basic human needs and stabilize the incident.
Response	Deliver enhanced information to reinforce ongoing lifesaving and life-sustaining activities, and engage in governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs, stabilize the incident, and transition to recovery.

Supporting Core Capabilities

Mission Area	Critical Task
PUBLIC INFORMATION & WARNING	
Prevention	Share prompt and actionable messages with the public and other stakeholders, as appropriate, to aid in the prevention of imminent or follow-on terrorist attacks, consistent with the timelines specified by existing processes and protocols.
Prevention	Support public awareness information to inform the general public on how to identify and provide terrorism-related information to the appropriate law enforcement authorities.
PLANNING	
Protection	Support the development of protection plans that identify critical objectives based on planning requirements, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the planning objectives, implement planning requirements within the timeframe contemplated using available resources for protection-related plans.
Protection	Support the implementation of exercises and maintenance of plans to ensure continuity of operations.
Mitigation	Support the development of hazard mitigation efforts that address relevant threats/hazards in accordance with the results of their risk assessment.

V. RESPONSIBILITIES

In addition to performing the core functions defined above, Emergency Management also has the following responsibilities, as outlined by the CEMP Base Plan.

Preparedness & Mitigation

- Prepare standardized reporting formats for citywide use.
- Coordinate the update of Emergency Management Plans, as required.
- Establish reporting guidelines for all departments.
- Develop and conduct emergency management training, drills, and exercises.
- Ensures the development and maintenance of the EOC Manual.
- Provides information to community members about local trainings and preparedness opportunities.
- Provides preparedness education to city and community members through regular workshops, presentations, and social media.

- Ensures the development of EOC policies/procedures and obtain appropriately trained personnel to support the EOC functions.
- Assists all city departments with the development of plans and procedures for their preparedness/response efforts.
- Works with Tukwila Emergency Communications (TEC) Team to develop an amateur radio program that supports emergency management operations in the City of Tukwila.
- Maintain relationships with key points of contact in other organizations that would be involved in a response.
- Maintain relevant contracts, ensuring an emergency response provision is outlined in each contract.

Response

- In coordination with the PIO, provide timely and life safety information to the public.
- Coordinates and prepares periodic situation reports and disseminate to identified stakeholders.
- Provides briefings on the incident to City Policy Makers, Leadership, and departments/divisions.
- Requests information from city departments, volunteer organizations, and the private sector, as necessary.
- Coordinates the collection, evaluation, documentation, and dissemination of information in regard to potential or actual emergencies that could affect Tukwila.
- Activates the EOC and convene city assets and capabilities to prevent and respond to a disaster. Coordinate with regional, county, state, and federal emergency management organizations, as needed.
- Under the parameters established by the City Council and Mayor's Office, direct the procurement of resources.
- Activates public warning and alerting systems.
- Collects damage assessments of public facilities and resources.
- Coordinates the activities that occur in the EOC.

Recovery

- Prepares situations reports, as necessary.
- Continues compiling information and documentation, as necessary.
- Reviews and revise reporting procedures and formats, as necessary.
- Prepares, submits, and tracks all documentation necessary for federal and state reimbursement of Presidentially declared disasters.
- Conducts post-incident reviews to evaluate procedures and process improvements.
- Continues to provide coordination of response and recovery activities.
- Assists departments in the compilation of documentation for costs incurred by the emergency/disaster.
- Facilitates the post-incident review to evaluate EOC procedures to include the resource procurement and allocation process.
- Follows established procedures for the demobilization and closure of the EOC.
- Coordinates public information regarding recovery activities.
- Coordinates the dissemination of information for recovery programs or available disaster assistance programs.

VI. RESOURCE REQUIREMENTS

To effectively respond to an incident there must be a location that has the capacity to house various disciplines required to coordinate the city's response. The EOC is the location where much of that collaboration occurs or is initiated. Problems that cannot be solved in the field become the responsibility of the EOC.

A. Logistical Support

Emergency Management maintains the City EOC at 15005 Tukwila International Blvd. The EOC is considered a "cold EOC" requiring some set-up at the site. It can accommodate 24 responders who bring their own devices. An alternate EOC is similarly maintained at a secondary facility.

B. Communications & Data

Emergency Management has access to all standard communication tools used on a daily basis (i.e., email, cell phones, web, social media, VOIP lines), as well as other operational communication tools inside the EOC (i.e., 800 MHz radios, 154 MHz radio, CEMNET, and Ham Radio). Emergency Management also oversees the volunteer group that supports Ham Radio operations. The city also uses WebEOC to communicate with county, regional, and state partners.

VII. Maintenance

This document is an external plan and follows the maintenance process, which includes a method and schedule for evaluation and revision. Lessons learned from exercises, special events, incidents, or disasters may result in a decision to evaluate portions of the documents ahead of the schedule.

The Director of this department/division has the responsibility for this document and will ensure that it is evaluated as outlined in the Base Plan schedule with updates and revisions being made to ensure guidance remains current. The department/division will facilitate the evaluations in consultation with Emergency Management.

RECORD OF CHANGES			
Date	Type	Contact	Summary

ANNEX D: FINANCE

I. INTRODUCTION

The Finance Department provides comprehensive, transparent services that protect the financial health of the City. The Finance Department makes sure that the city runs smoothly and operates responsibly. The Department is responsible for utility billing and collection, Local Improvement District (LID) billing and business licensing. In addition, the Finance Department takes the lead on the City's biennial budget process every two years, as well as budget amendments that may occur.

II. PURPOSE

The purpose of Finance is to coordinate and organize city-wide financial assets, grant management activities, and resources of the City of Tukwila. This includes emergency contracting, expenditure tracking and disaster reimbursement activities required to support emergency operations of the City government. The Finance department provides financial technical assistance and expertise and other support in response to an emergency or disaster.

The Federal Emergency Management Agency (FEMA) has identified 32 core capabilities that are the distinct critical elements necessary to prepare for, respond to, and recover from a disaster. Finance supports six core capabilities. The core capabilities are identified and defined below.

Primary Core Capabilities

This department does not have primary core capabilities.

Support Core Capabilities

Capability	Definition	In Practice
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	You'll support planning by completing department-specific response plans, participating in trainings and city-wide planning efforts, such as COOP and CEMP. You'll provide long-range financial planning, especially as it may relate to the cost of a specific incident/disaster.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.	You'll ensure your staff have completed requisite FEMA/NIMS trainings. You'll use NIMS/ICS to create a structure that includes everyone working on the problem or project, adhere to/respect that structure, and work collaboratively with other departments/stakeholders to accomplish the project or task.
Logistics & Supply	Deliver essential commodities, equipment, and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as	You'll support the contracting, purchase/procurement, and acquisition of supplies and resources related to disaster response. You'll ensure that all procurement

Capability	Definition	In Practice
Chain Management	the coordination of access to community staples. Synchronize logistics capabilities and enable the restoration of impacted supply chains.	processes, as laid out by federal and state laws, are adhered to. You'll track and provide all financial accounting for disaster-related expenses.
Situational Assessment	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.	You'll provide requested information to Emergency Management/EOC and participate in completing any provided documentation.
Economic Recovery	Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.	You'll support the city's economic recovery through sound financial practices and provide resources and significant participation to the Public Assistance Disaster Recovery process, if eligible.
Long Term Vulnerability Reduction	Build and sustain resilient systems, communities, and critical infrastructure and key resources/ lifelines so as to reduce their vulnerability to natural, technological, and human-caused threats and hazards by lessening the likelihood, severity, and duration of the adverse consequences.	You'll build and sustain resilient financial systems that allow the city to operate those systems in a disaster. Your financial practices will also be sustainable so that the city has funding to respond to an emergency/disaster.

Support departments or agencies have specific capabilities or resources that can support primary agencies in executing capabilities and other missions. The activities of support agencies typically include:

- Participate in planning for incident management, short-and-long-term recovery operations, and the development of supporting operational plans, standard operating procedures, checklists, or other job aids.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Coordinating resources resulting from response mission assignments.

III. SITUATION OVERVIEW

Finance support involves the procurement of resources to allow the allocation of resources beyond normal day-to-day operations. These resources include equipment, emergency relief supplies and materials, facilities, contracting services, and personnel required to support the City's departments and divisions during the response and recovery phases of an emergency or disaster. Finance support required during emergencies may include contracting, grant management, and FEMA Public Assistance Reimbursement.

A. Emergency/Disaster Hazards & Conditions

Disasters and emergencies have occurred and will continue to occur in the City of Tukwila. Through the city's Hazard Mitigation Plan and Analysis, it is determined that the city is vulnerable to numerous technological and natural hazards. These hazards include, but are not limited to, severe weather (wind, rain, snow/ice), earthquake, civil disturbances, explosions, structural collapse, hazardous materials incident, major fire, volcanic eruption, and landslides.

B. Planning Assumptions

The information and procedures included in this plan have been prepared utilizing the best information available at the time of preparation. As the true extent of the impacts of a disaster cannot be known before it occurs, the City can only endeavor to make every reasonable effort to respond based upon the situation, information, and resources available at the time. The outcome of an emergency may be different than the expected outcome based on these assumptions and others.

While not an exhaustive list, the assumptions listed in this subsection apply to all sections and documents that make up the annex. They are as follows:

- The City may not have all of the resources, either in type or quantity, that may be required to combat the effects of all potential hazards during a disaster.
- Resources needed by departments/divisions to fulfill the responsibilities outlined in this Plan will be insufficient. These insufficiencies may be created by one or more of the following conditions:
    - Extent of damage overwhelms available resources.
    - Normally available resources are damaged by or lost to the incident.
    - Nature of the event requires resources not normally used.
    - Personnel are injured or unable to report to work due to emergency or disaster impacts.
- Resource replacement or supplementation will likely need to come from outside sources. Support that cannot be provided from City resources will be secured through direct procurement, donations, and/or mutual aid.
- Outside resources may not be immediately available. Some resources may have to be procured from out of state.
- The City of Tukwila is responsible for providing recovery assistance within its jurisdiction. Recovery actions will be dependent upon the type of event and its magnitude.

IV. CONCEPT OF OPERATIONS

A. Organization

Finance will support the Logistics Section and organize itself to address resource management, movement coordination, and distribution management of resources and supplies.

B. Disaster Response

The City prioritizes resource requests based on the best information available. The City may access any and all mutual aid agreements and private vendors for the procurement of resources, including WAMAS and the King County Regional Coordination Framework, existing vendors, and others.

The City Finance Department will assist departments and the EOC by providing procedural guidance for emergency resource procurement and ensure that the City remains within its financial spending limits initially determined by city leadership for the emergency or disaster.

The Finance Department will support the Logistics Section by ensuring procurement processes for operational resources are compliant with federal law. Expense parameters for operational procurement will be set by the Mayor and approved by Council. For any resource requests that exceed the procurement parameters, Emergency Management will forward those requests to the Mayor for policy direction.

Throughout the response, Finance will track expenditures and documentation related to purchases. This includes, but is not limited to, invoices, MOU/MAAs, contracts, grants, employee and volunteer time. During an incident, the City will always operate under the assumption that the incident will be eligible for federal reimbursement, with the expectation that Tukwila will not see reimbursement and be responsible for all associated expenses. In the event of a federal disaster declaration, Emergency Management will coordinate with Finance for all the necessary documentation to pursue and obtain available disaster relief.

C. Core Function(s) and Critical Tasks

FEMA has identified the following critical tasks for each core capability. The **core functions/capabilities** that have been identified above support each of the below critical tasks. These tasks span the mission areas, requiring some tasks to be completed in advance of the emergency or disaster. Others are specific to the response.

Mission Area	Critical Task
PLANNING	
Protection	Develop protection plans, such as Continuity of Operations Plans, that identify critical objectives based on the planning requirements and implement the planning requirements within the timeframe identified.
Protection	Implement, exercise, and maintain plans to ensure continuity of operations.
Mitigation	Understand the hazards in our area and how hazards, if realized, may present a financial impact to the City. Develop plans to mitigate those financial impacts.
Response	Develop operational plans that adequately identify critical objectives based on the planning requirement, provide a complete picture of the sequence and scope of the tasks required to complete the objective.
Recovery	Complete an initial plan that provides the overall strategy and timeline for the City's economic recovery from an incident or disaster.

Mission Area	Critical Task
OPERATIONAL COORDINATION	
Mitigation	Establish protocols to integrate mitigation data elements into operations to minimize the impacts of a hazard should that hazard realize.
Response	Support the mobilization of resources (through resource procurement processes) using existing vendors, agreements, and contracts. Track and communicate all expenditures.
LOGISTICS & SUPPLY CHAIN MANAGEMENT	
Response	Support the mobilization of resources from all sectors to save and sustain lives, meet basic human needs, stabilize the incident, and transition to recovery.
Response	Enhance public and private resources and services support by partnering with Logistics to ensure contracts and procurement agreements meet city, state, and federal policy.
SITUATIONAL ASSESSMENT	
Response	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside the affected area to meet basic human needs and stabilize the incident.
Response	Deliver enhanced information to reinforce ongoing lifesaving and life-sustaining activities. Engage all resources available within and outside the affected area to meet basic human needs and stabilize the incident.
ECONOMIC RECOVERY	
Recovery	Conduct a preliminary assessment of economic issues and identify potential inhibitors to fostering stabilization of the affected communities.
Recovery	Return the affected area's economy within the timeframe identified in the recovery plan.
LONG TERM VULNERABILITY REDUCTION	
Mitigation	Achieve a measurable decrease in long-term financial vulnerability against current baselines amid a growing population bases, changing climate conditions, increasing reliance on information technology, and an expanding infrastructure base.

V. RESPONSIBILITIES

Finance is responsible for the following core functions during an emergency or disaster:

- Coordinate and **organize the city's financial planning and forecasting.**
- Support the oversight of **disaster contracting** processes to ensure contracting guidelines are adhered to.
- Oversee all **procurement related to the disaster**. All procurement will be centralized in the EOC and is in accordance with federal and state procurement laws.
- **Track all expenditures** for the emergency/disaster, including staff time (including overtime), resource acquisition costs, and other incidentals.
- **Receive and pay invoices** in a timely manner.

In addition to performing the core functions defined above, Finance also has the following responsibilities, as outlined by the CEMP Base Plan.

Preparedness

- Work with all departments and support agencies to establish and review purchasing policies and procedures.
- Participate in emergency management training, drills and exercises in support of emergency operations.
- Maintain inventory forms for Emergency Management of departmentally controlled assets and resources. Update the inventory annually.
- Maintain a resource list of approved vendors, suppliers, or locations where departmentally controlled assets may be supplemented, replaced, or repaired during an emergency or disaster.
- Maintain relevant contracts, ensuring an emergency response provision is outlined in each contract.

Response

- Attend department/division briefing(s) to coordinate disaster information and request resources needed to accomplish response and recovery activities.
- Provide representation, as requested, to support the EOC Finance/Logistics Section with procurement and documentation.
- Provide periodic departmental status reports that include the essential elements of information and damage assessment to the EOC or Emergency Management.
- Develop a system for the tracking of necessary financial expenditures such as manpower, vehicles, food, water, etc.
- Estimate costs of providing resources, record purchases, and track costs.

Recovery

- Support Emergency Management in the disaster recovery process.
- Follow appropriate policies and procedures in completing the required documentation to justify emergency services, contracts, purchases and expenditures.
- Attend post-incident reviews to evaluate response and procedures for improvement.
- Forward completed documentation related to the response to Emergency Management.
- Revise internal policies and procedures to correct deficiencies learned from the emergency or disaster.
- Revise inventory and supplier lists.

VI. RESOURCE REQUIREMENTS

A. Logistical Support

Finance provides trained personnel who can support the Logistics of an incident. These individuals are trained to provide support and technical assistance associated with resource management, movement coordination, and distribution management.

B. Communications & Data

Communications include the use of email, landline/VOIP phones, and or cell phone for basic communications. These tools inform, support, and enable staff to conduct critical tasks associated with resource management, movement control, and distribution management.

In addition, Finance uses the following to support incident operations:

- Blanket Contract – maintains City blanket contract documentation including vendor contact information.
- Central Square – centralized asset management and tracking
- Eden – payroll and billing system

VII. MAINTENANCE

This document is an external plan and follows the maintenance process, which includes a method and schedule for evaluation and revision. Lessons learned from exercises, special events, incidents, or disasters may result in a decision to evaluate portions of the documents ahead of the schedule.

The Director of this department/division has the responsibility for this document and will ensure that it is evaluated as outlined in the Base Plan schedule with updates and revisions being made to ensure guidance remains current. The department/division will facilitate the evaluations in consultation with Emergency Management.

RECORD OF CHANGES			
Date	Type	Contact	Summary

ANNEX E: HUMAN RESOURCES

I. INTRODUCTION

The Human Resources Department is an internal service unit that serves the City of Tukwila. The Department supports the business of government and the people who provide services to the residents of Tukwila by helping integrate employee skills and behaviors with organizational objectives and by emphasizing employee cooperations, participation, education, and safety. Additionally, the Department assists in Risk Management and Volunteer Management by conducting background checks for emergency workers.

II. PURPOSE

During an emergency or disaster, Human Resources supports the response through the management of city employees' health and safety, providing for additional hires, processing workers' compensation claims, and managing a resource pool that includes emergency workers and volunteers that have been properly vetted.

The Federal Emergency Management Agency (FEMA) has identified 32 core capabilities that are the distinct critical elements necessary to prepare for, respond to, and recover from a disaster. Human Resources has a primary responsibility to execute one core capability and supports five core capabilities. The core capabilities are identified and defined below.

Primary Core Capabilities

Capability	Definition	In Practice
Environmental Response/Health & Safety	Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from all-hazards in support of responder operations and the affected communities.	You'll support the safety and health of all responders by issuing health/safety bulletins, working with responders to ensure the proper use of PPE, advise departments of current best practices, L&I guidelines, and other state/federal laws.

Primary departments or agencies have significant authorities, roles, resources, and capabilities for a particular function within a capability. Primary departments are responsible for:

- Orchestrating support within their functional area for the appropriate response Core Capabilities and other missions.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies as well as appropriate State officials, operations centers, and other stakeholders.
- Coordinating resources resulting from mission assignments, working closely with other organizations to maximize resources.
- Monitoring progress in achieving Core Capability and other missions, and providing that information as situational awareness.
- Maintaining trained personnel to support interagency emergency response and support teams.

- Identify equipment or capabilities required to prevent or respond to new or emerging threats and hazards or to validate and improve capabilities to address changing risks.
- Promote accessibility, programmatic inclusion, and effective communication for the whole community, including individuals with disabilities.

Supporting Core Capabilities

Capability	Definition	In Practice
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	You'll support planning by completing department-specific response plans, participating in trainings and city-wide planning efforts, such as COOP and CEMP. You'll develop plans for a Volunteer Reception Center that is able to identify volunteers/emergency workers and pair them with resource needs.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.	You'll take the lead on ensuring all staff have completed requisite FEMA/NIMS trainings. You'll use NIMS/ICS to create a structure that includes everyone working on the problem or project, adhere to/respect that structure, and work collaboratively with other departments/stakeholders to accomplish the project or task.
Risk & Disaster Resilience Assessment	Assess risk and disaster resilience so that decision makers, responders, and community members can take informed action to reduce their entity's risk and increase their resilience.	You'll work with departments to minimize the risk of injury to staff and emergency workers by implementing processes and procedures that include current best practices, in advance of an emergency or disaster.
Access Control & Identity Verification	Apply and support necessary physical, technological, and cyber measures to control admittance to critical locations and systems.	You'll verify the identities and qualifications of staff, emergency responders, and volunteers. Once verified, you'll work with other departments to gain them appropriate access.
Situational Assessment	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.	You'll provide requested information to Emergency Management/EOC and participate in completing any provided documentation.

Support departments or agencies have specific capabilities or resources that can support primary agencies in executing capabilities and other missions. The activities of support agencies typically include:

- Participate in planning for incident management, short-and-long-term recovery operations, and the development of supporting operational plans, standard operating procedures, checklists, or other job aids.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Coordinating resources resulting from response mission assignments.

III. SITUATION OVERVIEW

In response to any hazard or emergency, the Human Resources Department is responsible for all facets of personnel administration, including recruitment and selection, compensation, policy development, organizational development, and labor relations to meet the needs of the situation. The Department is also responsible for coordinating volunteer registration used during an emergency.

A. Emergency/Disaster Hazards & Conditions

Disasters and emergencies have occurred and will continue to occur in the City of Tukwila. Through the city's Hazard Mitigation Plan and Analysis, it is determined that the city is vulnerable to numerous technological and natural hazards. These hazards include, but are not limited to, severe weather (wind, rain, snow/ice), earthquake, civil disturbances, explosions, structural collapse, hazardous materials incident, major fire, volcanic eruption, and landslides.

B. Planning Assumptions

The information and procedures included in this plan have been prepared utilizing the best information available at the time of preparation. As the true extent of the impacts of a disaster cannot be known before it occurs, the City can only endeavor to make every reasonable effort to respond based upon the situation, information, and resources available at the time. The outcome of an emergency may be different than the expected outcome based on these assumptions and others.

While not an exhaustive list, the assumptions listed in this subsection apply to all sections and documents that make up the annex. They are as follows:

- Following an emergency or disaster, individuals and families both in and outside Tukwila will show up with a desire to volunteer or help in some capacity.
- Individuals may use an emergency or disaster to take advantage of a situation and seek involvement through an overstatement of qualifications.
- Volunteers will have various backgrounds and strengths.
- Responders may be working under extreme stress.
- Emergencies and disasters may significantly reduce the regular workforce, creating a need to use volunteers and other emergency workers.
- Our regular workforce may lack necessary qualifications to address aspects of the disaster, requiring additional staffing.

IV. CONCEPT OF OPERATIONS

Human Resources is responsible for the following core functions during an emergency or disaster:

- **Develop & execute** Volunteer Reception Plans.
- Coordinate the city's **emergency worker pool & Volunteer Reception Center.**
- Manage all **disaster workers' compensation claims.**
- Track employee **injuries and absences.**
- Enter into agreements to provide **contract/short-term staffing.**
- Handle all **recruiting/onboarding** of disaster-related positions.
- Ensure all city staff have completed **NIMS/ICS** required trainings.
- **Reallocate staff** based on disaster assignments.
- Maintain **emergency contact information** for all city staff and volunteers.

During an emergency or disaster, Human Resources will work to understand the emergency staffing and volunteer needs to support the City's response. All non-assigned city personnel may be requested to serve as emergency workers in a department that is not their own, performing functions that are not typical of their day-to-day job duties. The Human Resources department will coordinate these assignment needs and work closely with labor unions to deconflict any CBA agreements.

The Human Resources Director shall designate an EOC representative to coordinate personnel needs, manage workers' compensation claims, and provide information to assist city employees in obtaining disaster recovery assistance.

In coordinating the staffing needs of the emergency or disaster, Human Resources will set up a staging area and Volunteer Reception Center to direct people to so that they can be appropriately backgrounded/credentialed, registered as an emergency worker, onboarded, and assigned a role.

Through the EOC, the Human Resources EOC representative will work closely with Operations to verify that appropriate health and safety measures are being taken, provide L&I guidelines, and work with Logistics to source appropriate PPE. They'll also coordinate with all departments to track employee welfare, absences, and hours worked (including overtime) and identify any unmet personnel needs. Human Resources will work to reassign personnel between departments through organizing, tracking, and assigning volunteers. Human Resources will also communicate all emergency-related policies and procedures to departments. Personnel information will be analyzed to project unmet needs, overtime costs, volunteer or contractor needs, and replacement personnel who may be needed. Information will also be used to determine if any additional steps need to be taken, based on reports of employee illness or injury.

When policy decisions are required to aid in the response, Human Resources with Legal will assist the Mayor and his subject matter experts on drafting personnel related policies.

Core Capability Critical Tasks

FEMA has identified the following critical tasks for each core capability. The **core functions/Capabilities** that have been identified above support each of the below critical tasks. These tasks span the mission areas, requiring some tasks to be completed in advance of the emergency or disaster. Others are specific to the response.

Primary Core Capability

Mission Area	Critical Task
ENVIRONMENTAL RESPONSE/HEALTH & SAFETY	
Response	Identify, assess, and mitigate worker health and safety hazards, and disseminate health and safety guidance and resources to response and recovery workers.

Support Core Capabilities

Mission Area	Critical Task
PLANNING	
Protection	Develop protection plans, such as Continuity of Operations Plans, that identify critical objectives based on the planning requirements and implement the planning requirements within the timeframe identified.
Protection	Implement, exercise, and maintain your plans to ensure continuity of operations.
Mitigation	Develop plans and policies that address relevant threats/hazards to our jurisdiction.
Response	Develop operational plans that adequately identify critical objectives and provide a complete and integrated picture of the sequence and scope of the task. Ensure that these tasks are implementable within the timeframe.
OPERATIONAL COORDINATION	
Mitigation	Establish protocols to integrate mitigation data elements into your operations.
Response	Enhance and maintain operations using NIMS best practices to meet basic human needs, stabilize the incident, and transition to recovery.
RISK & DISASTER RESILIENCE ASSESSMENT	
Mitigation	Understand the risks and vulnerabilities in our region and the consequences associated with potential natural, technological, and human-caused threats and hazards.
ACCESS/IDENTITY CONTROL	
Protection	Implement and maintain protocols to verify identity and authorize, grant, or deny physical and cyber access to specific locations, information, and networks.
SITUATIONAL ASSESSMENT	
Response	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident.
Response	Deliver enhanced information to reinforce ongoing lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside the affected area to meet basic human needs, stabilize the incident, and transition to recovery.

V. RESPONSIBILITIES

In addition to performing the core functions defined above, Emergency Management also has the following responsibilities, as outlined by the CEMP Base Plan.

Preparedness/Mitigation

- Participate in emergency management training, drills and exercises in support of emergency operations.
- Establish and maintain standard operating procedures for emergency operations
- Develop plans and procedures for the registration and use of volunteers during an emergency or disaster.
- Authorize the official signatory for registering volunteer emergency workers as requested by WAC 118-04.
- Identify and establish procedures to relocate essential resources away from potential hazard areas.
- Coordinate with emergency management to ensure all employees are compliant with NIMS/ICS training requirements.
- Keep a supply of emergency worker/volunteer registration materials, such as registration cards, identification forms, explanation of administrative procedures, etc.
- Maintain relevant contracts, ensuring an emergency response provision is outlined in each contract.

Response

- Attend Department/Division briefing(s) to coordinate disaster information and request resources needed to accomplish response and recovery activities.
- Provide assigned staff to the EOC when activated.
- Provide available personnel and resources for emergency or disaster work.
- Maintain documentation in coordination with Emergency Management for all disaster expenses.
- Follow standard operating procedures for emergency operations.
- Communicate information vital to the safety of life, the environment, and property to the EOC.
- Identify staffing needs, organize and assign city staff and volunteers to emergency assignments in cooperation with city departments.
- Act as the lead agency for coordinating human resource activities and the hiring or acquisition of temporary personnel.
- Coordinate the assignment of employees, as necessary, to make best use of employee resources in disaster response and recovery.
- Communicate regularly with the EOC on all staffing and resource needs, claims and compensation, etc.
- Refer claims for injuries or invoices (for gas, equipment, etc.) of volunteers registered as emergency workers through the EOC.
- Maintain emergency phone contact numbers of temporary emergency workers and their designated significant others on the Temporary Emergency Worker/Volunteer Registration Form.
- Coordinate with Emergency Management to facilitate support for employee critical incident stress debriefs.

Recovery

- Support Emergency Management in the disaster recovery process.
- Continue to provide information to Emergency Management or the EOC, as necessary.
- Follow appropriate policies and procedures in completing required documentation to justify emergency services, contracts, purchases, and expenditures.
- Forward complete documentation for departmental costs incurred and volunteers utilized during the response.
- Revise internal policies and procedures to correct deficiencies learned from an emergency or disaster.
- Revise resource lists of used vendors and other suppliers or locations.
- Continue with response and recovery activities until completed.
- Support the recovery and restoration of city services.
- Assist departments and divisions with disaster insurance claims for personnel injuries/death.

VI. RESOURCE REQUIREMENTS

A. Logistical Support

Resource requirements, such as personnel, will depend upon the nature and extent of the incident and the means identified to respond to the incident. Additional staffing may come from internal staff not involved in the response, contractors, and volunteers. Support for operations, including facilities, supplies, and other resources can be obtained using purchasing contracts, existing agreements and contracts, EMAC, WAMAS, and PNEMA.

B. Communications & Data

Human Resources relies on cellphone, landline/VOIP phones, email, and Teams to communicate. In the EOC, Human Resources has access to additional resources such as 800 MHz radios. Human Resources would use current software/data systems to track employee time, location/resource allocation, and credentialing systems to provide access to appropriate facilities and worksites.

VII. MAINTENANCE

This document is an external plan and follows the maintenance process, which includes a method and schedule for evaluation and revision. Lessons learned from exercises, special events, incidents, or disasters may result in a decision to evaluate portions of the documents ahead of the schedule.

The Director of this department/division has the responsibility for this document and will ensure that it is evaluated as outlined in the Base Plan schedule with updates and revisions being made to ensure guidance remains current. The department/division will facilitate the evaluations in consultation with Emergency Management.

RECORD OF CHANGES			
Date	Type	Contact	Summary

ANNEX F: MAYOR'S OFFICE

I. INTRODUCTION

The Mayor is the Chief Executive and Administrative Officer of the City, in charge of all departments and employees as set forth in RCW 35A.12.100. The Mayor has general supervision of the administration of all City government and all City interests. The Mayor's Office encompasses Administration, City Clerk's Office, Community Services & Engagement, Economic Development, Emergency Management, Human Resources, and Technology and Innovation Services.

II. PURPOSE

During an emergency or disaster, the Mayor's Office is responsible for delegating authorities to the appropriate staff to ensure an effective response. The Mayor will form a policy group, utilizing members outlined in the Base Plan, to make policy decisions related to the emergency or disaster. The Mayor's Office will also work closely with the City's contracted legal counsel to develop and issue Emergency Proclamations and advise on risk management throughout the emergency management life cycle and will also work closely with City Council to keep them informed of the situation and bringing forward legislative issues, outside of the mayor's authorities, for council to approve. The Mayor's Office is also responsible for records management retention and economic recovery for the city and community.

The Federal Emergency Management Agency (FEMA) has identified 32 core capabilities that are the distinct critical elements necessary to prepare for, respond to, and recover from a disaster. The Mayor's Office has a primary responsibility to execute two core capabilities and supports six core capabilities. The core capabilities are identified and defined below.

Primary Core Capabilities

Core Capability	Definition	In Practice
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	You'll convene a team of individuals and contractors (if necessary) to discuss the initial recovery planning efforts, lay out your vision, address how you'll involve the community, and identify a timeline for the recovery efforts.
Economic Recovery	Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.	You'll work closely with the community and businesses to understand their recovery needs and work with council to address legislative barriers to economic recovery and revitalization.

Primary departments or agencies have significant authorities, roles, resources, and capabilities for a particular function within a capability. Primary departments are responsible for:

- Orchestrating support within their functional area for the appropriate response Core Capabilities and other missions.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies as well as appropriate State officials, operations centers, and other stakeholders.
- Coordinating resources resulting from mission assignments, working closely with other organizations to maximize resources.
- Monitoring progress in achieving Core Capability and other missions, and providing that information as situational awareness.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Identify equipment or capabilities required to prevent or respond to new or emerging threats and hazards or to validate and improve capabilities to address changing risks.
- Promote accessibility, programmatic inclusion, and effective communication for the whole community, including individuals with disabilities.

Support Core Capabilities

Core Capability	Definition	In Practice
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	You'll support planning by completing department-specific response plans, participating in trainings and city-wide planning efforts, such as COOP and CEMP. You'll work with all city departments to help them understand the importance of these efforts and encourage them to fully participate in these efforts.
Public Information & Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.	You'll support public information and warning by sharing important information with the community that aligns with the narrative and facts that are officially presented by the lead agency/PIO. You'll work closely with council to make sure they remain on message and are aware of the city's response efforts.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.	You'll ensure your staff have completed requisite FEMA/NIMS trainings. You'll use NIMS/ICS to create a structure that includes everyone working on the problem or project, adhere to/respect that structure, and work

Core Capability	Definition	In Practice
		collaboratively with other departments/stakeholders to accomplish the project or task.
Community Resilience	Enable the recognition, understanding, communication of, and planning for risk and empower individuals and communities to make informed risk management decisions necessary to adapt to, withstand, and quickly recover from future incidents.	You'll support the efforts of Emergency Management internal and external public education and awareness campaigns by sending a clear message to staff and directors regarding expectation of support for these efforts.
Logistics/Supply Chain Management	Deliver essential commodities, equipment, and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as the coordination of access to community staples. Synchronize logistics capabilities and enable the restoration of impacted supply chains.	You'll work closely with Emergency Management and the EOC to help understand the community need and use community businesses and contacts to support the procurement of needed supplies.
Situational Awareness	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.	You'll provide requested information to Emergency Management/EOC and participate in completing any provided documentation.

Support departments or agencies have specific capabilities or resources that can support primary agencies in executing capabilities and other missions. The activities of support agencies typically include:

- Participate in planning for incident management, short-and-long-term recovery operations, and the development of supporting operational plans, standard operating procedures, checklists, or other job aids.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Coordinating resources resulting from response mission assignments.

III. SITUATION OVERVIEW

During an emergency or disaster, the Mayor will work within their authority to make policy decisions about how the incident is handled. For decisions outside of his authority, he will work closely with City Council to resolve policy/legislative issues that are impacting the response. The Mayor's Office will play a leading role in disaster recovery for the city and the community, as well as liaising with other governments, and the documentation and preservation of records.

A. Emergencies/Disasters

Disasters and emergencies have occurred and will continue to occur in the City of Tukwila. Through the city's Hazard Mitigation Plan and Analysis, it is determined that the city is vulnerable to numerous technological and natural hazards. These hazards include, but are not limited to, severe weather (wind, rain, snow/ice), earthquake, civil disturbances, explosions, structural collapse, hazardous materials incident, major fire, volcanic eruption, and landslides.

The recovery efforts will be dependent on the nature and magnitude of the disaster, damage of the area, population affected, and the resources available. A significant emergency or disaster may damage or limit the existing resources needed to maintain vital city services. The amount of damage to structures, essential systems and services could rapidly overwhelm the capacity of the City of Tukwila to assess and effectively respond to basic and emergency human needs. Damage to roads, communications systems, etc. could hamper emergency response efforts.

Thousands of survivors could be forced from their homes, depending on such factors as the time of occurrence, area demographics, building construction, and existing weather conditions. There may be numerous fatalities or injuries, and thousands of family members may be immediately separated. There may be transients, tourists, and other non-residents who will also require resources.

B. Planning Assumptions

The information and procedures included in this plan have been prepared utilizing the best information available at the time of preparation. As the true extent of the impacts of a disaster cannot be known before it occurs, the City can only endeavor to make every reasonable effort to respond based upon the situation, information, and resources available at the time. The outcome of an emergency may be different than the expected outcome based on these assumptions and others.

While not an exhaustive list, the assumptions listed in this subsection apply to all sections and documents that make up the annex. They are as follows:

- Initial reports of damage will be fragmented, providing an incomplete picture of the extent of damage vital to city and community facilities and infrastructure.
- The needs of survivors will quickly overwhelm the capabilities of the city.
- Emergency messaging will need to be in multiple languages, using multiple platforms, and formats to increase the likelihood of reaching all communities.

IV. CONCEPT OF OPERATIONS

The Mayor's Office is responsible for the following core functions during an emergency or disaster:

- **Delegate Authorities**, as appropriate, for effective response.
- Lead the **economic recovery efforts** of the city and community.
- **Liaise with Council** to keep them apprised of the situation and to work closely on policy issues outside of the Mayor's authorities.
- Make **policy decisions** that aid in the response to the incident.
- **Maintain documentation** of the emergency/disaster.
- **Participate in Regional MAC Groups**, when appropriate.

- When appropriate, **act as the spokesperson for the City**, remaining on message at all times.
- Enact **Emergency Proclamations** when appropriate and advised to do so.

During emergencies or disasters, the need for rapid decision-making and action requires that emergency management plans and procedures replace normal City policies and procedures.

The EOC will be activated following the thresholds and triggers outlined in the Comprehensive Emergency Management Plan (CEMP) Base Plan to support the response through the coordination of resources. The EOC will work towards the priorities outlined by the Mayor within the guidelines and authorities delegated. When issues and barriers arise that require a policy change or decision, the EOC will coordinate the convening of the City's Policy Group, composed of relevant cabinet members, emergency management, legal, and other subject matter experts. Whenever information is lacking, contains insufficient information, is ambiguous, or is conflicting, recommendations and decisions will be made based on the best information available.

The Mayor & City Administration will work closely with Legal to provide legal support on policy decisions, such as emergency proclamations, and throughout the emergency management life cycle, advising on risk management. For policy decisions that are determined to be outside of the Mayor's authorities, the Mayor's Office will work closely with City Council representatives to bring a resolution to the problem.

Outside of the Policy Group, the Mayor's Office will coordinate legal support during emergency planning and operations. The City Clerk's Office will ensure that all departments and the EOC maintain proper records and documentation of the emergency or disaster that is in accordance with documentation and retention laws. In addition, the City Clerk's Office will ensure proper processes are followed when signing emergency contracts and the routing of information through City Council.

Disaster Recovery planning efforts will begin as soon as an emergency or disaster occurs, so that the response can smoothly transition to recovery processes. The Mayor's Office will take the lead on recovery planning efforts and economic recovery through determining and identifying the responsibilities for long term recovery activities and then coordinating with all the agencies involved to ensure follow-through of recovery and mitigation efforts. The City's Economic Development team, with the support of others, will conduct assessments of the social and economic consequences of the disaster within the City to better understand the requirements needed to develop an effective long-term recovery plan.

Core Capability Critical Tasks

FEMA has identified the following critical tasks for each core capability. The **core functions/capabilities** that have been identified above support each of the below critical tasks. These tasks span the mission areas, requiring some tasks to be completed in advance of the emergency or disaster. Others are specific to the response.

Primary Core Capability

Mission Area	Critical Task
PLANNING	
Recovery	Convene the core of an inclusive planning team who will oversee disaster recovery planning
Recovery	Complete an initial recovery plan that provides an overall strategy and timeline, addresses all core capabilities, and integrates socioeconomic, demographic, accessibility, technology, and risk assessment considerations (including projected climate impacts), which will be implemented in accordance with the timeline contained in the plan.
ECONOMIC RECOVERY	
Recovery	Conduct a preliminary assessment of economic issues and identify potential inhibitors to foster stabilization of the affected communities.
Recovery	Return the affected area's economy within the specified timeframe in the recovery plan.
Recovery	Ensure the community recovery and mitigation plan(s) incorporates economic revitalization and removes governmental inhibitors to post-disaster economic sustainability, while maintaining the civil rights of citizens.

Support Core Capabilities

Mission Area	Critical Tasks
PLANNING	
Mitigation	Support the development of hazard mitigation plans that address relevant threats/hazards. Develop plans with known hazards in mind.
OPERATIONAL COORDINATION	
Mitigation	Establish protocols to integrate hazard data to mitigation efforts.
Response	Support the acquisition of resources by leveraging local business relationships.
Response	Utilize NIMS/ICS best practices to procure resources to meet basic human needs, stabilize the incident, and transition to recovery.
PUBLIC INFORMATION & WARNING	
Prevention	Share prompt and actionable messages with the public that have been verified or originated through official message channels, such as Police or Emergency Management.
Prevention	Share information from verified or government sources regarding public awareness information to inform the general public on how to identify safety or terrorism-related information to the appropriate law enforcement authorities.
Protection	Use effective and accessible warning systems to communicate significant hazards to the public and other stakeholders.
Response	Share life-safety and life sustaining information by all means necessary.
Response	Deliver credible and actionable messages to inform ongoing emergency services and the public about protective measures and

Mission Area	Critical Tasks
	other life-sustaining actions, and facilitate the transition to recovery
Recovery	Reach all populations within the community with effective actionable recovery-related public information messaging and communications that are accessible to people with disabilities and people with limited English proficiency; protect the health and safety of the affected population; help manage expectations; and ensure stakeholders have a clear understanding of available assistance and their roles and responsibilities.
Recovery	Support affected populations and stakeholders with a system that provides appropriate, current information about any continued assistance, steady state resources for long-term impacts, and monitoring programs in an effective and accessible manner.
COMMUNITY RESILIENCE	
Mitigation	Support emergency management and other responders in educating the community on the hazards in the community.
Mitigation	Empower city staff, individuals, and communities to make informed decisions to facilitate actions necessary to adapt to, withstand, and quickly recover from future incidents.
LOGISTICS & SUPPLY CHAIN MANAGEMENT	
Response	Support resource procurement by leveraging local vendor and business relationships to secure resources.
SITUATIONAL AWARENESS	
Response	Deliver information sufficient to inform decision-making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs to stabilize the incident.
Response	Deliver enhanced information to reinforce ongoing lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs, stabilize the incident, and transition to recovery.

V. RESPONSIBILITIES

In addition to performing the core functions defined above, the Mayor's Office also has the following responsibilities, as outlined by the CEMP Base Plan.

Preparedness/Mitigation

- Participate in emergency management training, drills and exercises in support of emergency operations.
- Establish and maintain standard operating procedures for emergency operations.
- Develop and maintain good working relationships with officials from all levels of government, local businesses, and others who may play a role in providing resources.
- Identify and establish procedures to relocate essential resources away from hazard potential areas.
- Identify staff to be assigned to the EOC in the event of an activation.

- Participate in planning efforts related to emergency preparedness and mitigation.
- Amplify public education messaging encouraging residents and businesses to be prepared and self-sufficient for at least 7 days, with the goal of 14 days.
- Maintain relevant contracts, ensuring an emergency response provision is outlined in each contract.

Response

- Attend Department/Division briefings to coordinate disaster information and request resources needed to accomplish response and recovery activities.
- Provide assigned staff to the EOC when activated.
- Provide available personnel and resources for emergency or disaster work.
- Maintain documentation in coordination with Emergency Management for all disaster expenses.
- Coordinate with the EOC for the transition from response activities to long term recovery activities.
- Communicate regularly with the EOC on all staffing and resource needs.
- Work closely with the PIO to develop messaging for the community and other stakeholders.
- Prepare and issue Emergency Proclamations, when requested and/or necessary.
- Convene appropriate Directors to discuss and make informed decisions around specific policy issues.
- When requested, identify and coordinate the solicitation of community-based assistance agencies to support/augment response operations.
- Keep Council apprised of the situation, convening them for policy/legislative decisions, when appropriate.
- Provide periodic damage assessment reports to Emergency Management or the EOC.

Recovery

- Take the lead in the disaster recovery process.
- Continue to provide information to Emergency Management or the EOC, as necessary.
- Follow appropriate policies and procedures in completing the required documentation to justify emergency services, contracts, purchases, and expenditures.
- Forward completed documentation of departmental costs incurred, and volunteers utilized, to Emergency Management.
- Revise internal policies and procedures to correct deficiencies learned.
- Update resource lists of vendors and other suppliers or locations to Emergency Management.
- Attend a post incident review directed by Emergency Management to evaluate the event and lessons learned.

VI. RESOURCE REQUIREMENTS

A. Logistical Support

Response related activities, such as the issuance of Emergency Proclamations or the need for the Policy Group to meet could take place in the Justice Center and/or available meeting spaces throughout the city. Recovery-related activities

and meetings may similarly take place in available meeting spaces throughout the city or virtually.

B. Communications & Data

Communications will take place using email and telephone systems. Virtual meetings or video calls would be facilitated through Teams.

VII. MAINTENANCE

This document is an external plan and follows the maintenance process, which includes a method and schedule for evaluation and revision. Lessons learned from exercises, special events, incidents, or disasters may result in a decision to evaluate portions of the documents ahead of the schedule.

The Director of this department/division has the responsibility for this document and will ensure that it is evaluated as outlined in the Base Plan schedule with updates and revisions being made to ensure guidance remains current. The department/division will facilitate the evaluations in consultation with Emergency Management.

RECORD OF CHANGES			
Date	Type	Contact	Summary

ANNEX G: PARKS & RECREATION

I. INTRODUCTION

The Parks and Recreation Department is comprised of Parks & Golf Maintenance, Recreation, and the Golf Shop. Parks and Recreation provides an enhanced quality of life for residents, businesses, and visitors through a quality system of public spaces, programs, and events that enhance and promote opportunities for health and fitness, personal growth, relaxation, community connection, civic engagement, and environment stewardship.

II. PURPOSE

During an emergency or disaster, Parks & Recreation will take the lead on providing mass care (sheltering, feeding, and providing basic needs) services to displaced community members, as well as maintaining and restoring our natural and cultural resources.

The Federal Emergency Management Agency (FEMA) has identified 32 core capabilities that are the distinct critical elements necessary to prepare for, respond to, and recover from a disaster. Parks & Recreation has a primary responsibility to execute two core capabilities and supports 13 core capabilities. The core capabilities are identified and defined below.

Primary Core Capabilities

Core Capability	Definition	In Practice
Mass Care	Provide life-sustaining and human services to the affected population, to include hydration, feeding, sheltering, temporary housing, evacuee support, reunification, and distribution of emergency supplies.	You'll take the lead on all sheltering and mass care efforts, which include feeding, distribution of emergency supplies to the community, and family reunification.
Natural & Cultural Resources	Protect natural and cultural resources and historic properties through appropriate planning, mitigation, response, and recovery actions to preserve, conserve, rehabilitate, and restore them consistent with post-disaster community priorities and best practices and in compliance with applicable environmental and historic preservation laws and executive orders.	You'll take the lead on protecting, preserving, and conserving Tukwila's natural resources, such as parks, and historic properties before, during, and after a disaster.

Primary departments or agencies have significant authorities, roles, resources, and capabilities for a particular function within a capability. Primary departments are responsible for:

- Orchestrating support within their functional area for the appropriate response Core Capabilities and other missions.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies as well as appropriate State officials, operations centers, and other stakeholders.
- Coordinating resources resulting from mission assignments, working closely with other organizations to maximize resources.
- Monitoring progress in achieving Core Capability and other missions, and providing that information as situational awareness.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Identify equipment or capabilities required to prevent or respond to new or emerging threats and hazards or to validate and improve capabilities to address changing risks.
- Promote accessibility, programmatic inclusion, and effective communication for the whole community, including individuals with disabilities.

Support Core Capabilities

Core Capability	Definition	In Practice
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	You'll support planning by completing department-specific response plans, participating in training(s) and city-wide planning efforts, such as COOP and CEMP. You'll have operational plans related to sheltering and natural resource restoration.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.	You'll ensure your staff have completed requisite FEMA/NIMS training. You'll use NIMS/ICS to create a structure that includes everyone working on the problem or project, adhere to/respect that structure, and work collaboratively with other departments/stakeholders to accomplish the project or task.
Public Information & Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.	You'll support public information and warning by amplifying important information with the community, using established communication methods that align with the narrative and facts that are officially presented by the lead agency/PIO.

Core Capability	Definition	In Practice
Access Control & Identity Verification	Apply and support necessary physical, technological, and cyber measures to control admittance to critical locations and systems.	You'll apply appropriate physical controls and verification of identity during regular business operations, large events, and during sheltering operations, etc. to limit access to areas not available to the public.
Physical & Protective Measures	Implement and maintain risk-informed countermeasures, and policies protecting people, borders, structures, materials, products, and systems associated with key operational activities and critical infrastructure sectors.	You'll assess and identify potential trouble areas during regular business operations, large events, sheltering operations, and at parks. You'll implement measures to reduce physical access to spaces not intended/safe for the public.
Risk & Disaster Resilience Assessment	Assess risk and disaster resilience so that decision makers, responders, and community members can take informed action to reduce their entity's risk and increase their resilience.	You'll assess the potential risks that could be present at large events and during sheltering operations. You'll communicate those risks, when appropriate, to decision makers so that risk can be reduced.
Environmental Health/Safety	Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from all-hazards in support of responder operations and the affected communities.	You'll enforce the health/safety measures recommended by Risk/Safety amongst your staff to ensure their protection. You're also aware of potential health and safety hazards in parks and implement measures to reduce the public's risk. In a shelter setting, you practice health best practices to reduce the potential of a widespread outbreak of a communicable disease.
Fatality Management	Provide fatality management services, including decedent remains recovery and victim identification, working with local, state, tribal, territorial, insular area, and federal authorities to provide mortuary processes, temporary storage or permanent internment solutions, sharing information with mass care services for the purpose of reunifying family members and caregivers with missing persons/remains, and providing counseling to the bereaved.	You'll assist Police and Fire with fatality management by providing a securable space for interim storage of decedents, if appropriate. You'll take all environmental safety concerns, such as proximity to waterways, into account when providing a location to minimize the environmental impacts. You'll support police/fire making death notifications by providing information about individuals located in a congregate shelter or those that have provided information for family reunification efforts.

Core Capability	Definition	In Practice
Critical Transportation	Provide transportation (including infrastructure access and accessible transportation services) for response priority objectives, including the evacuation of people and animals, and the delivery of vital response personnel, equipment, and services into the affected areas.	You'll support Public Works in maintaining access to critical roadways, when requested.
Logistics & Supply Chain Management	Deliver essential commodities, equipment, and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as the coordination of access to community staples. Synchronize logistics capabilities and enable the restoration of impacted supply chains.	You'll support the distribution of emergency supplies to community members through the establishment and operation of one or several Community Points of Distribution (CPOD).
Situational Assessment	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.	You'll provide requested information to Emergency Management/EOC and participate in completing any provided documentation.
Health/Social Services	Restore and improve health and social services capabilities and networks to promote the resilience, independence, health (including behavioral health), and well-being of the whole community.	You'll work with CS&E, Human Services, to secure partners in health and human services to support emergency sheltering operations, such as counseling, medical aid, etc. You'll set aside space in a shelter for human and social services to operate.
Housing	Implement housing solutions that effectively support the needs of the whole community and contribute to its sustainability and resilience.	You'll work with CS&E, Human Services, to help them understand the current housing needs based upon the current shelter populations. You'll establish space for organizations to work with the affected population. You'll also support the dissemination of information to shelter occupants through the posting of information.

Support departments or agencies have specific capabilities or resources that can support primary agencies in executing capabilities and other missions. The activities of support agencies typically include:

- Participate in planning for incident management, short-and-long-term recovery operations, and the development of supporting operational plans, standard operating procedures, checklists, or other job aids.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Coordinating resources resulting from response mission assignments.

III. SITUATION OVERVIEW

All hazards have the potential to require the relocation of people to protect life. High magnitude earthquakes, extended power outages, and fires are the most likely hazards to create the needs for emergency services that Parks and Recreation is responsible for.

A. Emergency/Disaster Hazards & Conditions

Disasters and emergencies have occurred and will continue to occur in the City of Tukwila. Through the city's Hazard Mitigation Plan and Analysis, it is determined that the city is vulnerable to numerous technological and natural hazards. These hazards include, but are not limited to, severe weather (wind, rain, snow/ice), earthquake, civil disturbances, explosions, structural collapse, hazardous materials incident, major fire, volcanic eruption, and landslides.

Thousands of survivors could be forced from their homes requiring emergency sheltering and mass care services. Debris and the alteration of terrain from natural and technological disasters will also affect plant life, wildlife, and other living organisms which may cause further harm or detriment if left.

B. Planning Assumptions

The information and procedures included in this plan have been prepared utilizing the best information available at the time of preparation. As the true extent of the impacts of a disaster cannot be known before it occurs, the City can only endeavor to make every reasonable effort to respond based upon the situation, information, and resources available at the time. The outcome of an emergency may be different than the expected outcome based on these assumptions and others.

While not an exhaustive list, the assumptions listed in this subsection apply to all sections and documents that make up the annex. They are as follows:

- During a regional disaster, the Red Cross and other sheltering organizations will be quickly overwhelmed, requiring local jurisdictions to set up and operate their own shelters.
- Approximately 50% of households have one or more pets and will likely evacuate with their pet(s), creating a need for people and pet co-sheltering.
- Many survivors will remain with or near their damaged homes. Others will find shelter with friends or relatives. Roughly 15-20% of the affected population will seek sheltering at mass/congregate shelter sites.
- Large incidents will likely require more agencies to respond, some of which are requested and some of which self-deploy offering resources and services to the community.

- Available resources may become limited due to high demand in a large-scale incident.
- Depending upon the time of day the incident occurs, the City may need to accommodate the influx of people in private businesses, employees, tourists, and other day travelers.
- During large scale incidents, bad actors will attempt to take advantage of services offered or attempt to scam individuals out of housing, donations, etc.
- There will be populations that require special attention. These groups include elderly, children, pets, service animals, individuals with limited English Proficiency, and those with disabilities.
- People impacted by the disaster will likely include a range of ages, languages, cultures, religions, medical needs, disabilities, and resources.
- A large-scale incident may deprive a substantial number of people access to the means to prepare food and obtain water. In addition to substantial disruption(s) to commercial supply and distribution networks, an incident may partially or totally destroy food production stored in affected areas.
- There may be people impacted by the event, potentially including responders, that will have mass care needs that require support.
- Survivors may be impacted emotionally, physically, and/or mentally by the disaster. This may result in needs that are more important to survivors than what is initially recognized, possibly beyond the scope of services offered.
- Some people may not be ready for mass care services to end, and the demobilization plan needs to anticipate this.

IV. CONCEPT OF OPERATIONS

Parks & Recreation is responsible for the following core functions during an emergency or disaster:

- Provide inclusive and accessible **congregate sheltering** and other **mass care** services for all members of the community.
- Coordinate animal rescue and **pet shelters**.
- Offer **mass care** and **reunification support services** to the community.
- Coordinate the **distribution of essential supplies**.
- Assist Public Works in maintaining **critical transportation and access points**.
- Lead efforts to preserve, conserve, restore and rehabilitate parks and other **natural and cultural resources**.

During emergencies or disasters requiring a sheltering element, Parks & Recreation will coordinate with non-profit shelter organizations through the EOC. In the absence of a contract or available organization to provide sheltering services, Parks & Recreation will stand up and operate a shelter using city staff. Parks & Recreation will evaluate all sheltering possibilities, including sheltering facilities or the potential for parks and ballfields to accommodate recreational vehicles, tents, etc.

Individual Assistance will be provided primarily by local health/human/social services organizations, as well as various county, state, and federal agencies. The range of

services needed (and provided) will depend upon the specific disaster and the services available.

Parks & Recreation will have pre-designated, city-owned, public facilities that may serve as public Community Points of Distribution (CPODs) for the disbursement of emergency supplies, as well as facilities that would be appropriate as emergency shelter facilities. Shelters will be set up using supplies set aside in disaster trailers. All non-assigned city personnel may be re-allocated to assist in the shelter set-up or operations. The Human Resources department will be responsible for coordinating assignments. Public Information regarding shelter availability and locations will be released following the guidelines outlined in the Inclusive Emergency Communications Plan (IECP). Additional sheltering operations guidance can be found in the Shelter Handbook.

Core Capability Critical Tasks

FEMA has identified the following critical tasks for each core capability. The **core functions/capabilities** that have been identified above support each of the below critical tasks. These tasks span the mission areas, requiring some tasks to be completed in advance of the emergency or disaster. Others are specific to the response.

Primary Core Capability

Mission Area	Critical Task
MASS CARE SERVICES	
Response	Move and deliver resources and capabilities to meet the needs of disaster survivors, including individuals with access and functional needs.
Response	Establish staff and equip necessary shelters with other temporary housing options (including accessible housing) for the affected population.
Response	Move from congregate care to non-congregate care alternatives and provide relocation assistance or interim housing solutions for families unable to return to their pre-disaster homes.
NATURAL & CULTURAL RESOURCES	
Recovery	Implement measures to protect and stabilize culturally significant objects and structures.
Recovery	Mitigate the impacts to stabilize natural and cultural resources and conduct a preliminary assessment of the impacts that identifies protections that need to be in place during stabilization through recovery.
Recovery	Preserve natural and cultural resources as part of an overall community recovery that is achieved through the coordinated efforts of natural and cultural resource experts and recovery team in accordance with the specified timeline in the recovery plan.

Support Core Capabilities

Mission Area	Critical Tasks
PLANNING	
Mitigation	Understand the hazards in our area and develop plans that address the relevant threats/ hazards.

Mission Area	Critical Tasks
Response	Develop operational plans that adequately identify critical objectives based on the planning requirement, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and are implementable within the timeframe identified.
Recovery	Participate in the inclusive planning team which will oversee all disaster recovery planning.
Recovery	Support the completion of an initial recovery plan that provides an overall strategy and timeline, addresses all core capabilities, and integrates socioeconomic, demographic, accessibility, technology, and risk assessment considerations (including projected climate change impacts), which will be implemented in accordance with the timeline contained in the plan.
PUBLIC INFORMATION & WARNING	
Prevention	Share prompt and actionable messages, as appropriate, to aid in the prevention of imminent or follow-on terrorist attacks.
Protection	Use effective and accessible indication and warning systems to communicate hazards to the public.
Mitigation	Communicate appropriate information, in an accessible manner, on the risks faced within the community after the conduct of a risk assessment.
Response	Inform all affected segments of society of critical lifesaving and life-sustaining information by all means necessary, including accessible tools, to expedite the delivery of emergency services and aid the public to take protective actions.
Response	Deliver credible and actionable messages to inform ongoing emergency services and the public about protective measures and other life-sustaining actions and facilitate the transition to recovery.
Recovery	Reach all populations within the community with effective actionable recovery-related public information messaging and communications that are accessible to people with disabilities and people with limited English proficiency; protect the health and safety of the affected population; help manage expectations; and ensure stakeholders have a clear understanding of available assistance and their roles and responsibilities.
Recovery	Support affected populations and stakeholders with a system that provides appropriate, current information about any continued assistance, steady state resources for long-term impacts, and monitoring programs in an effective and accessible manner.
OPERATIONAL COORDINATION	
Mitigation	Establish protocols to integrate mitigation data elements in support of operations.
Response	Mobilize all critical resources and establish coordination structures.
Response	Enhance and maintain coordination structures consistent with NIMS to meet basic human needs, stabilize the incident, and transition to recovery.

Mission Area	Critical Tasks
ACCESS CONTORL & IDENTITY VERIFICATION	
Protection	Implement and maintain protocols to verify identity and authorize, grant, or deny physical and cyber access to specific locations, information, and networks.
PHYSICAL PROTECTIVE MEASURES	
Protection	Identify, assess, and mitigate vulnerabilities.
Protection	Deploy protective measures commensurate with the risk of an incident and balanced with complementary aims of enabling commerce and maintaining civil rights.
RISK & DISASTER RESILIENCE ASSESSMENT	
Mitigation	Conduct risk assessments and identify vulnerabilities and consequences associated with potential consequences to natural, human, and physical interests.
ENVIRONMENTAL RESPONSE/HEALTH & SAFETY	
Response	Identify, assess, and mitigate worker health and safety hazards, and disseminate health and safety guidance and resources to response and recovery workers.
Response	Minimize public exposure to environmental hazards through assessment of the hazards and implementation of public protective actions.
Response	Detect, assess, stabilize, and clean up releases of hazardous materials into the environment and properly manage waste.
Response	Identify, evaluate, and implement measures to prevent and minimize impacts to the environment, natural, and cultural resources, and historic properties from all-hazard emergencies and response operations.
FATALITY MANAGEMENT SERVICES	
Response	Assist in establishing operations and locations to recover and store a significant number of fatalities.
Response	Mitigate hazards from remains, facilitate care to survivors, and return remains for final disposition.
LOGISTICS & SUPPLY CHAIN MANAGEMENT	
Response	Mobilize and deliver governmental, nongovernmental, and private sector resources to save lives, sustain lives, meet basic human needs, stabilize the incident, and transition to recovery, to include moving and delivery resources and services to meet the needs of disaster survivors.
Response	Enhance public and private resources and services support for an affected area.
SITUATIONAL ASSESSMENT	
Response	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident.
Response	Deliver enhanced information to reinforce ongoing lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs, stabilize the incident, and transition to recovery.

Mission Area	Critical Tasks
HEALTH & SOCIAL SERVICES	
Recovery	Identify affected populations, groups, and key partners in short-term, intermediate, and long-term recovery.
Recovery	Complete an assessment of community health and social service needs; prioritize these needs, including accessibility requirements, based on the whole community's input and participation in recovery planning process; and develop a comprehensive recovery timeline.
Recovery	Restore health care (including behavioral health), public health, and social services functions.
Recovery	Restore and improve the resilience and sustainability of the health care system and social service capabilities and networks to promote the independence and well-being of community members in accordance with the specified recovery timeline.
HOUSING	
Recovery	Assess preliminary housing impacts and needs, identify current available options for temporary housing, and plan for permanent housing.
Recovery	Ensure community housing recovery plans continue to address interim housing needs, assess options for permanent housing, and define a timeline for achieving a resilient, accessible, and sustainable housing market.
Recovery	Establish a resilient and sustainable housing market that meets the needs of the community, including the need for accessible housing within a specified timeframe in the recovery plan.

V. RESPONSIBILITIES

In addition to performing the core functions defined above, Parks & Recreation also has the following responsibilities, as outlined by the CEMP Base Plan.

Preparedness/Mitigation

- Participate in emergency management trainings, drills and exercises in support of emergency operations.
- Establish and maintain standard operating procedures for emergency operations.
- Maintain relationships with organizations that perform outreach to at risk populations; the elderly, people with disabilities, and/or those who do not speak English or where English is a second language to identify ways to meet their needs during an emergency.
- Maintains a resource list of vendors, suppliers, or locations that can be used when assets need to be supplemented, replaced, or repaired during an emergency or disaster.
- Maintain a list of community organizations, their services, or assets that can be used to assist affected residents after an emergency or disaster.
- Establish and maintain standard operating procedures for departmental emergency operations.
- Develop plans, policies and procedures for the provision of mass care services to general populations in coordination with all responsible agencies.
- Develop plans, policies, and procedures for activation and mobilization of mass care staff.

- Develop and implement training programs for mass care personnel to include sheltering, feeding, and bulk distribution for the general population.
- Develop plans for the utilization of other public and private facilities for use as shelters and provide staffing as available.
- Maintain relevant contracts, ensuring an emergency response provision is outlined in each contract.

Response

- Attend department/division briefing(s) to coordinate disaster information and request resources needed to accomplish response and recovery activities.
- Provide assigned staff to the EOC when activated.
- Provide available personnel and resources for emergency or disaster work.
- Provide periodic department damage assessment reports to Emergency Management or the EOC.
- Maintain documentation in coordination with Emergency Management for all disaster expenses.
- Follow standard operating procedures for emergency operations.
- Coordinate identification and solicitation of Community-based assistance agencies to support/augment shelter operations.
- Establish shelter operations.
- Provide for the coordination of agencies and activities to ensure adequate shelter needs are met. Use the Shelter Handbook as Standard Operating Procedures for emergency shelter operations.
- Coordinate resources of other providers such as other human service agencies, churches, schools, and private businesses who can or want to assist in relief efforts.
- Implement mechanisms for daily reporting of shelter population and locations.
- Coordinate with the EOC for the transition from response activities to long term recovery activities.
- Develop shelter guidelines and policies. Train staff to run a shelter without assistance from an outside organization
- Coordinate public information through the EOC concerning sheltering services.

Recovery

- Support Emergency Management in the disaster recovery processes.
- Continue to provide information to Emergency Management or the EOC, as necessary.
- Follow appropriate policies and procedures in completing the required documentation to justify emergency services, contracts, purchases, and expenditures.
- Participate in the post-incident review with Emergency Management and other city departments.
- Forward completed documentation for their departmental costs incurred and volunteers utilized during Emergency Management.
- Revise internal policies and procedures to correct deficiencies learned from the emergency or disaster.
- Update revised resource lists of used vendors or other suppliers or locations.
- Continue with response and recovery activities until completed.
- Support the recovery and restoration of City services.

VI. RESOURCE REQUIREMENTS

A. Logistical Support

Resource requirements will depend upon the nature and extent of the incident and the means identified to respond to the incident. The City would rely heavily on contracted services or the support of nongovernmental organizations to assist with mass care operations.

Key sheltering supplies has been stored in mobile/deployable trailers that include basic items, such as cots, blankets, hygiene supplies, as well as the Sheltering Handbook and related forms. Additional supplies and resource requirements may be obtained through the EOC Logistics Section. In qualifying incidents, access to some federal resources will be available which includes items that can be procured under federal contracts.

B. Communications & Data

Parks & Recreation relies on typical communication tools used on a day-to-day basis, such as phones, cell phones, and email. For operations where Parks is supporting Public Works, the 154 MHz is also available.

VII. MAINTENANCE

This document is an external plan and follows the maintenance process, which includes a method and schedule for evaluation and revision. Lessons learned from exercises, special events, incidents, or disasters may result in a decision to evaluate portions of the documents ahead of the schedule.

The Director of this department/division has the responsibility for this document and will ensure that it is evaluated as outlined in the Base Plan schedule with updates and revisions being made to ensure guidance remains current. The department/division will facilitate the evaluations in consultation with Emergency Management.

RECORD OF CHANGES			
Date	Type	Contact	Summary

ANNEX H: POLICE

I. INTRODUCTION

The Tukwila Police Department strives to be a premier, full-service department that is committed to creating a safe and livable community.

II. PURPOSE

The police department's purpose is to serve the community and uphold the law to maintain a safe, secure, and orderly society. It does this through preserving peace, protecting life and property, detecting and apprehending offenders, and helping those in need of assistance.

The Federal Emergency Management Agency (FEMA) has identified 32 core capabilities that are the distinct critical elements necessary to prepare for, respond to, and recover from a disaster. Police have a primary responsibility to execute 12 core capabilities and supports 12 core capabilities. The core capabilities are identified and defined below.

Primary Core Capabilities

Core Capability	Definition	In Practice
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	You'll take the lead on planning efforts that relate to public safety, such as terrorism and other malicious acts that create large emergencies or disasters.
Public Information & Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.	You'll take the lead on providing the public with life safety information related to terrorism and other malicious acts that may jeopardize the safety of the community. Your information will include how the public can remain safe.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.	You'll ensure that all staff complete required NIMS/ICS trainings. You'll work closely with law enforcement agencies from all levels of government to respond to terrorism and other malicious acts. You'll organize yourselves using NIMS/ICS best practices.
Intelligence & Information Sharing	Provide timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning physical and	You'll coordinate with other first responders to continuously assess threats, analyze intelligence and information, and share credible information about terrorism-related incidents with local, state, and federal counterparts.

Core Capability	Definition	In Practice
	cyber threats to the United States, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, territorial, federal, and other stakeholders. Information sharing is the ability to exchange intelligence, information, data, or knowledge among government or private sector entities, as appropriate.	
Interdiction & Disruption	Delay, divert, intercept, halt, apprehend, or secure threats and/or hazards.	You'll use social media campaigns to deter crime and increase awareness of risks. You'll coordinate with first responders to do what is necessary to stop a malicious actor.
Screening, Search, & Detection	Identify, discover, or locate threats and/or hazards through active and passive surveillance and search procedures. This may include the use of systematic examinations and assessments, bio surveillance, sensor technologies, or physical investigation and intelligence.	You'll establish security checkpoints, when necessary, examining bags/purses when entering a large venue, critical infrastructure, or government buildings. You'll observe for suspicious activity in public and at events.
Forensics Attribution	Conduct forensic analysis and attribute terrorist acts (including the means and methods of terrorism) to their source, to include forensic analysis as well as attribution for an attack and for the preparation for an attack in an effort to prevent initial or follow-on acts and/or swiftly develop counter-options.	You'll prioritize physical evidence collection and analysis to assist in preventing initial or follow-on malicious acts. You'll maintain chain of custody and prevent inadvertent destruction (physical or otherwise).
Access Control & Identity Verification	Apply and support necessary physical, technological, and cyber measures to control admittance to critical locations and systems.	You'll restrict physical access to critical infrastructure or government facilities, verifying the identity of anyone prior to entry.
Physical Protective Measures	Implement and maintain risk-informed countermeasures, and policies protecting people, borders, structures, materials, products, and systems associated with key operational activities and critical infrastructure sectors.	You'll perform risk assessments of critical infrastructure to identify and prioritize physical security measures designed to deny unauthorized access.
Supply Chain Integrity & Security	Strengthen the security and resilience of the supply chain.	You'll provide escorts for transport of supplies through or within the city to distribution points.
	Ensure a safe and secure environment through law	You'll secure evacuated areas, including the safeguarding of

Core Capability	Definition	In Practice
On-Scene Security, Protection, & Law Enforcement	enforcement and related security and protection operations for people and communities located within affected areas and also for response personnel engaged in lifesaving and life-sustaining operations.	critical facilities and shelters, and control the entry and exit to the disaster area. You'll assist in the planning and return of evacuees to the affected area and ongoing protection of response personnel.

Primary departments or agencies have significant authorities, roles, resources, and capabilities for a particular function within a capability. Primary departments are responsible for:

- Orchestrating support within their functional area for the appropriate response Core Capabilities and other missions.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies as well as appropriate State officials, operations centers, and other stakeholders.
- Coordinating resources resulting from mission assignments, working closely with other organizations to maximize resources.
- Monitoring progress in achieving Core Capability and other missions, and providing that information as situational awareness.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Identify equipment or capabilities required to prevent or respond to new or emerging threats and hazards or to validate and improve capabilities to address changing risks.
- Promote accessibility, programmatic inclusion, and effective communication for the whole community, including individuals with disabilities.

Support Core Capabilities

Core Capability	Definition	In Practice
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	You'll support planning by completing department-specific response plans, participating in training(s) and city-wide planning efforts, such as COOP and CEMP. You'll also play a key role in other operational planning efforts, such as evacuation planning.
Public Information & Warning	Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being	You'll support public information and warning by sharing important information with the community that aligns with the narrative and facts that are officially presented by the lead agency/PIO. While the information may not be public safety specific, you'll leverage your communication channels and relationship with the community

Core Capability	Definition	In Practice
	taken and the assistance being made available, as appropriate.	to create visibility on emergency/life safety messages.
Risk Management For Protection Programs	Identify, assess, and prioritize risks to inform protection activities, countermeasures, and investments.	You'll take the lead in helping others understand their risks to malicious acts and assist in helping to identify appropriate mitigation measures. You'll also provide training opportunities to police and non-police employees on how to handle specific threats.
Cybersecurity	Protect (and if needed, restore) electronic communications systems, information, and services from damage, unauthorized use, and exploitation.	You'll ensure that your electronic systems are secure, and that the department participates in regular cybersecurity training. When appropriate, you help coordinate the investigation of cybercrimes against the government.
Community Resilience	Enable the recognition, understanding, communication of, and planning for risk and empower individuals and communities to make informed risk management decisions necessary to adapt to, withstand, and quickly recover from future incidents.	You'll keep communities informed of their risks involving malicious actors/terrorism and help them understand how best to prepare and respond to incidents in the community.
Threat & Hazard Identification	Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes so as to clearly understand the needs of a community or entity.	You'll help emergency management and other city departments understand the likelihood and risk of a malicious actor/terrorist event in Tukwila, including but not limited to cybercrime, active shooter, etc.
Environmental Response/Health & Safety	Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from all-hazards in support of responder operations and the affected communities.	You'll enforce the health/safety measures recommended by Risk/Safety amongst your staff to ensure their protection.
Fatality Management	Provide fatality management services, including decedent remains recovery and victim identification, working with local, state, tribal, territorial, insular area, and federal authorities to provide mortuary processes, temporary storage or permanent internment solutions, sharing information with mass care	You'll support fire by providing death notifications and attempting to identify individuals by their remains. You'll process suspicious deaths and collect evidence, when necessary. You'll assist Parks & Recreation by ensuring remains are secure in public spaces that may be used. You'll also help Parks & Recreation by providing

Core Capability	Definition	In Practice
	services for the purpose of reunifying family members and caregivers with missing persons/remains, and providing counseling to the bereaved.	death notifications to families who have registered for assistance with family reunification.
Logistics & Supply Chain Management	Deliver essential commodities, equipment, and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as the coordination of access to community staples. Synchronize logistics capabilities and enable the restoration of impacted supply chains.	You'll support the safe delivery of essential goods to the area and ensure those goods remain secure from pilfering, theft, looting, and other crime.
Mass Search & Rescue Operations	Deliver traditional and atypical search and rescue capabilities, including personnel, services, animals, and assets to survivors in need, with the goal of saving the greatest number of endangered lives in the shortest time possible.	You'll support Fire in conducting mass search and rescue operations and evacuations.
Operational Communications	Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impacted area and all response forces.	You'll ensure the public safety communications remain in good working order by undergoing routine maintenance, ensuring staff are adequately trained, and by maintaining vendor relationships.
Situational Assessment	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.	You'll provide the requested information to Emergency Management/EOC and participate in completing any provided documentation.

Support departments or agencies have specific capabilities or resources that can support primary agencies in executing capabilities and other missions. The activities of support agencies typically include:

- Participate in planning for incident management, short-and-long-term recovery operations, and the development of supporting operational plans, standard operating procedures, checklists, or other job aids.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Coordinating resources resulting from response mission assignments.

III. SITUATION OVERVIEW

In an emergency or disaster, the Police Department will take the lead in maintaining public safety, law and order, through enforcement of the law. They'll support other law enforcement agencies through mutual aid and support other city departments in their emergency or disaster operations.

A. Emergency/Disaster Hazard Conditions

Disasters and emergencies have occurred and will continue to occur throughout the City of Tukwila. The King County Hazard Mitigation Plan identifies the following technological and natural hazard vulnerabilities: severe weather, earthquake, civil disturbances, fire, volcanic eruption, terrorism, and infrastructure failures.

The recovery efforts in the City will be dependent upon the nature and magnitude of the disaster, size and severity of the damage, the population affected, and the resources available. A significant emergency or disaster may damage or limit the existing resources needed to maintain vital City services. The amount of damage to structures, essential systems, and services could rapidly overwhelm the capacity of the city to assess the event and respond effectively to basic and emergency human needs. Damage to critical infrastructure and communications could hamper emergency response efforts.

B. Planning Assumptions

The information and procedures included in this plan have been prepared utilizing the best information available at the time of preparation. As the true extent of the impacts of a disaster cannot be known before it occurs, the City can only endeavor to make every reasonable effort to respond based upon the situation, information, and resources available at the time. The outcome of an emergency may be different than the expected outcome based on these assumptions and others.

While not an exhaustive list, the assumptions listed in this subsection apply to all sections and documents that make up the annex. They are as follows:

- In every situation, there will be bad actors who intend to take advantage of people's good will.
- Tukwila PD will play a major role in the response to any large-scale event, incident, or disaster.
- Calls for service may overwhelm the department's capabilities, requiring additional resources.
- Radio and other communications may be limited due to damaged infrastructure.
- Accidents and natural incidents evolve in a generally predictable manner; however, the effects of intentional criminal acts, including terrorist incidents, are more difficult to predict and may include actions designed to hinder emergency response.
- Due to an already overwhelmed road network, during a disaster or major incident, rapid access may be severely limited, supplies and mutual aid may have difficulty reaching the scene.

IV. CONCEPT OF OPERATIONS (CONOPS)

A. Organization

The police department is organized to respond to emergencies every day. Patrol officers are assigned to respond to incoming calls for service in geographically defined areas and are available around the clock. Investigative units generally work during normal business hours with pre-established protocols to handle emergencies and field responses.

Tukwila Police Department participates in regional specialty units such as Special Weapons and Tactics (SWAT), Civil Disturbance Unit (CDU), as well as area task forces.

B. Emergency & Disaster Response

The response to a disaster or major incident will build on the initial response. Options for response may include, but are not limited to securing the scene, establishing ingress/egress points, operating a credentialing system, protecting critical infrastructure, evacuating involved areas, conducting an investigation, coordinating public information, and arranging for specialty unit response (SWAT, CDU, Bomb Squad, etc.).

C. Core Capability Critical Tasks

FEMA has identified the following critical tasks for each core capability. The **core functions/capabilities** that have been identified above support each of the below critical tasks. These tasks span the mission areas, requiring some tasks to be completed in advance of the emergency or disaster. Others are specific to the response.

Primary Core Capability

Mission Area	Critical Task
PLANNING	
Prevention/Protection/ Response	Identify critical objectives during the planning process, provide a complete and integrated picture of the sequence and scope of the tasks to achieve the objectives, and ensure the objectives are implementable within the timeframe determined by the plan using available resources for prevention-related plans.
Prevention	Develop and execute appropriate courses of action in coordination with local, state, and federal and private sector entities in order to prevent an imminent malicious act.
Protection	Implement, exercise, and maintain plans to ensure continuity of operations.
PUBLIC INFORMATION & WARNING	
Prevention	Share prompt and actionable messages with the public and other appropriate stakeholders to aid in the prevention of imminent or follow-on terrorist attacks, consistent with the timelines specified by existing processes and protocols.
Prevention	Provide public awareness information to inform the general public on how to identify and prevent common crimes, malicious acts, and terrorism, thereby enabling the public to act as a force multiplier.

Mission Area	Critical Task
Protection	Use effective and accessible indication and warning systems to communicate significant hazards to involved operators, security officials, and the public (including alerts, detection capabilities, and other appropriate assets.
OPERATIONAL COORDINATION	
Prevention	Execute operations with functional and integrated communications among appropriate entities to prevent initial or follow-on malicious acts.
Protection	Establish and maintain partnership structures among protection elements to support networking, planning, and coordination.
Response	Mobilize all critical resources and establish command, control, and coordination structures within the affected community, in other coordinating bodies, in surrounding communities, and across the Nation, and maintain as needed throughout the duration of an incident.
Response	Enhance and maintain command, control, and coordination structures consistent with the National Incident Management System (NIMS) to meet basic human needs, stabilize the incident, and transition to recovery.
INTELLIGENCE & INFORMATION SHARING	
Prevention/Protection	Anticipate and identify emerging and/or imminent threats.
Prevention/Protection	Share relevant, timely, and actionable information and analysis with local, state, federal, private sector, and international partners and develop and disseminate appropriate classified/unclassified products.
Prevention/Protection	Ensure local, state, federal, and private sector partners possess or have access to a mechanism to submit terrorism-related information and/or suspicious activity reports to law enforcement.
INTERDICTION & DISRUPTION	
Prevention/Protection	Deter, detect, interdict, and protect against domestic and transnational criminal and terrorist activities that threaten the security of the homeland across key operational activities and critical infrastructure sectors.
SCREENING, SEARCH, & DETECTION	
Prevention/Protection	Screen cargo, conveyances, mail, baggage, and people using information-based and physical screening technology and processes.
FORENSICS & ATTRIBUTION	
Prevention	Prioritize physical evidence collection and analysis to assist in preventing initial and follow-on malicious acts.
Prevention	Prioritize biometric collection and analysis to assist in preventing initial or follow-on crimes.
Prevention	Prioritize digital media, network exploitation, and cyber technical analysis to assist in preventing initial or follow-on crimes.

Mission Area	Critical Task
ACCESS CONTROL & IDENTITY VERIFICATION	
Protection	Implement and maintain protocols to verify identity and authorize, grant, or deny physical and cyber access to specific locations, information, and networks.
PHYSICAL & PROTECTIVE MEASURES	
Protection	Identify, assess, and mitigate vulnerabilities to incidents through the deployment of physical protective measures.
Protection	Deploy protective measures commensurate with the risk of an incident, balanced with the complementary aims of enabling commerce and maintaining the civil rights of citizens.
SUPPLY CHAIN INTEGRITY & SECURITY	
Protection	Secure and make resilient key nodes, methods of transport between nodes, and materials in transit.
ON-SCENE SECURITY/PROTECTION/LAW ENFORCEMENT	
Response	Establish a safe and secure environment in an affected area.
Response	Provide and maintain on-scene security and meet the protection needs of the affected population over a geographically dispersed area while eliminating or mitigating the risk of further damage to persons, property, and the environment.
OPERATIONAL COMMUNICATIONS	
Response	Ensure the capacity to communicate with both the emergency response community and the affected populations and establish interoperable voice and data communications.
Response	Re-establish sufficient communications infrastructure within the affected areas to support ongoing life-sustaining activities, provide basic human needs, and a transition to recovery.

Support Core Capabilities

Mission Area	Critical Task
PLANNING	
Mitigation	Assist with the development of hazard mitigation plans that address relevant threats/hazards in accordance with the results of their risk assessment.
Recovery	Participate in convening the core of an inclusive planning team that will oversee disaster recovery planning.
Recovery	Assist in the development of an initial recovery plan that provides an overall strategy and timeline, addresses all core capabilities, and integrates socioeconomic, demographic, technology, and risk assessment considerations (including climate impacts), which will be implemented in accordance with the timeline in the plan.
PUBLIC INFORMATION & WARNING	
Mitigation	Communicate appropriate information, in an accessible manner, on the risks faced within a community after the conduct of a risk assessment.
Response	Inform all affected segments of society of critical lifesaving and life-sustaining information by all means necessary,

Mission Area	Critical Task
	including accessible tools, to expedite the delivery of emergency services and aid the public in taking protective actions.
Response	Deliver credible and actionable messages to inform ongoing emergency services and the public about protective measures and other life-sustaining actions and facilitate the transition to recovery.
Recovery	Reach all populations within the community with effective actionable recovery-related public information messaging and communications that are accessible to people with disabilities and people with limited English proficiency; protect the health and safety of the affected population; help manage expectations; and ensure stakeholders have a clear understanding of available assistance and their roles and responsibilities.
Recovery	Support affected populations and stakeholders with a system that provides appropriate, current information about any continued assistance, steady state resources for long-term impacts, and monitoring programs in an effective and accessible manner.
OPERATIONAL COORDINATION	
Mitigation	Establish protocols to integrate mitigation data elements in support of operations.
CYBERSECURITY	
Protection	Implement risk-informed guidelines, regulations, and standards to ensure the security, reliability, integrity, and availability of critical information, records, and communications systems and services through collaborative cybersecurity initiatives and efforts.
Protection	Implement and maintain procedures to detect malicious activity and to conduct technical and investigative-based countermeasures, mitigations, and operations against malicious actors to counter existing and emerging cyber-based threats, consistent with established protocols.
RISK MANAGEMENT FOR PROTECTION PROGRAMS & ACTIVITIES	
Protection	Support critical infrastructure sectors and protection elements in developing and maintaining risk assessment processes to identify and prioritize assets, systems, networks, and functions.
Protection	Support operational activities and critical infrastructure sectors in developing and maintaining appropriate threat, vulnerability, and consequence tools to identify and assess threats, vulnerabilities, and consequences.
COMMUNITY RESILIENCE	
Mitigation	Empower individuals and communities to make informed decisions to facilitate actions necessary to adapt to, withstand, and quickly recovery from future incidents.

Mission Area	Critical Task
THREAT & HAZARD IDENTIFICATION	
Mitigation	Assist in identifying technological threats and vulnerabilities across the jurisdiction.
ENVIRONMENTAL RESPONSE/HEALTH & SAFETY	
Response	Identify, assess, and mitigate worker health and safety hazards, and disseminate health and safety guidance and resources to response and recovery workers.
Response	Minimize public exposure to environmental hazards through assessment of hazards and implementation of public protective actions.
FATALITY MANAGEMENT	
Response	Support the establishment and maintenance of operations to recover a significant number of fatalities over a geographically dispersed area.
Response	Mitigate hazards from remains, facilitate care to survivors, and return remains for final disposition.
OPERATIONAL COMMUNICATIONS	
Response	Ensure the capacity to communicate with both the emergency response community and the affected populations and establish interoperable voice and data communications between first responders at all levels of government.
SITUATIONAL ASSESSMENT	
Response	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident.
Response	Deliver enhanced information to reinforce ongoing lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs, stabilize the incident, and transition to recovery.

V. RESPONSIBLITIES

The Police Department is primarily responsible for:

- Maintaining **public safety**.
- Providing **physical security** to compromised facilities, critical infrastructure, shelters, and wherever a police presence is determined necessary.
- Preventing **criminal, malicious acts, and terrorist** attacks.
- **Conducting investigations** of criminal, malicious, or terrorist acts.
- **Preserving evidence** and maintaining **chain of custody**.
- **Deterring crime** through preventative means.
- **Develop operational-based plans** (i.e., evacuation plans) to support the incident response.

In addition to performing the core functions defined above, Emergency Management also has the following responsibilities, as outlined by the CEMP Base Plan.

Preparedness/Mitigation

- Participate in emergency management trainings, drills and exercises in support of emergency operations.
- Establish and maintain standard operating procedures for emergency operations.
- Maintains a resource list of vendors, suppliers, or locations that can be used when assets need to be supplemented, replaced, or repaired during an emergency or disaster.
- Maintain a list of community organizations, their services, or assets that can be used to assist affected residents after an emergency or disaster.
- Establish and maintain standard operating procedures for departmental emergency operations.
- Develop plans, policies and procedures that support response operations, including but not limited to, evacuation plans, event safety/security plans, etc.
- Maintain relevant contracts, ensuring an emergency response provision is outlined in each contract.

Response

- Attend department/division briefing(s) to coordinate disaster information and request resources needed to accomplish response and recovery activities.
- Provide assigned staff to the EOC when activated.
- Provide available personnel and resources for emergency or disaster work.
- Provide periodic department damage assessment reports to Emergency Management or the EOC.
- Maintain documentation in coordination with Emergency Management for all disaster expenses.
- Follow standard operating procedures for emergency operations.
- Provide the coordination of agencies and activities with other local law enforcement agencies to ensure public safety.
- Coordinate with the EOC for the transition from response activities to long term recovery activities.
- Coordinate public information through the EOC concerning public safety.

Recovery

- Support emergency management in the disaster recovery processes.
- Continue to provide information to Emergency Management or the EOC, as necessary.
- Follow appropriate policies and procedures in completing the required documentation to justify emergency services, contracts, purchases, and expenditures.
- Participate in the post-incident review with Emergency Management and other city departments.
- Forward completed documentation for their departmental costs incurred and volunteers utilized during Emergency Management.
- Revise internal policies and procedures to correct deficiencies learned from the emergency or disaster.
- Update revised resource lists of used vendors or other suppliers or locations.
- Continue with response and recovery activities until completed.

- Support the recovery and restoration of City services.

VI. RESOURCE REQUIREMENTS

A. Logistical Support

The Police Department maintains a Quartermaster position who is responsible for supplying operational incidents in the field, including the provision of meals, snacks, and beverages to officers deployed at emergencies and special events.

During an EOC activation, the Quartermaster has a position in the Logistics Section and would support the department's logistical needs in coordination with the EOC's resource procurement.

B. Communications & Data

Valley Communications is the PSAP for the City. The 800 MHz radio system is the primary communication system for operations. This system can be patched to other communication networks through a fixed gateway installed in the dispatch console. The Telecommunications Interoperability Communications Plan governs the patching of radio systems in King, Snohomish, and Pierce Counties.

The department also has access to Alert King County which can be used to make internal notifications to department staff. The City Technology & Information Services department maintains various systems that assist with cyberthreat detection, computer networks, desktop and mobile computers. Other communication systems include phone, email, and cell phone.

VII. MAINTENANCE

This document is an external plan and follows the maintenance process, which includes a method and schedule for evaluation and revision. Lessons learned from exercises, special events, incidents, or disasters may result in a decision to evaluate portions of the documents ahead of the schedule.

The Director of this department/division has the responsibility for this document and will ensure that it is evaluated as outlined in the Base Plan schedule with updates and revisions being made to ensure guidance remains current. The department/division will facilitate the evaluations in consultation with Emergency Management.

RECORD OF CHANGES			
Date	Type	Contact	Summary

ANNEX I: PUBLIC WORKS

I. INTRODUCTION

The Public Works Department creates a foundation for high quality of life in Tukwila by protecting the health and safety of residents, visitors, and businesses. Public Works is committed to providing quality services to the public by working to improve infrastructure citywide. The Department designs and maintains the City's essential transportation, streets, water, sewer, and surface water infrastructure. Public Works also supports other departments through the purchase and upkeep of the City's vehicles and facilities.

II. PURPOSE

The purpose of Public Works is to organize engineering and operational activities and resources to promote an effective response to an emergency or disaster through emergency construction, demolition, repair, operation and management of storm water and transportation systems, environmental conservation and solid waste management, maintenance and repair of city facilities and vehicles, and the coordination of heavy equipment resources required to support emergency operations. Public Works also maintains the city's water reservoir (supply), storage, and conveyance of potable water. Additionally, Public Works plays a vital role in guiding the acquisition and coordination of emergency transportation resources, and establishing plans and methods to identify, assess, and maintain emergency transportation routes and lifeline corridors during an emergency or disaster.

The Federal Emergency Management Agency (FEMA) has identified 32 core capabilities that are the distinct critical elements necessary to prepare for, respond to, and recover from a disaster. Public Works have a primary responsibility to execute seven core capabilities and supports 14 core capabilities. The core capabilities are identified and defined below.

Primary Core Capabilities

Capability	Definition	In Practice
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	You'll take the lead on developing operational plans related to Tukwila's threats and hazards. This planning may include, but isn't limited to snow response, flood response, etc.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.	You'll utilize NIMS/ICS structures and other best practices when performing work related to an emergency/disaster.
Risk Management for Protection Programs	Identify, assess, and prioritize risks to inform protection activities, countermeasures, and investments.	You'll identify risks and gaps in critical infrastructure and make necessary updates/changes to minimize any risk to critical infrastructure.
	Build and sustain resilient systems, communities, and critical	You'll work now to maintain critical infrastructure, making

Capability	Definition	In Practice
Long-term Vulnerability Reduction	infrastructure and key resources so as to reduce their vulnerability to natural, technological, and human-caused threats and hazards by lessening the likelihood, severity, and duration of the adverse consequences.	necessary improvements and updates to reduce its long-term vulnerability to disasters.
Infrastructure Systems	Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.	You'll prioritize the restoration (emergency or permanent) of critical infrastructure (roads, bridges, water, sewer, facilities, etc.), minimizing the time these systems are offline. You'll also work closely with utility providers to restore electrical distribution. You'll follow necessary guidelines and testing requirements to minimize the health risks to people utilizing these systems.
Critical Transportation	Provide transportation (including infrastructure access and accessible transportation services) for response priority objectives, including the evacuation of people and animals, and the delivery of vital response personnel, equipment, and services into the affected areas.	You'll keep critical roadways (priority snow routes) clear for emergency response. You'll evaluate and prioritize emergency repairs based on critical operations. You'll keep the public safe by closing roads and other access points that are deemed unsafe.
Logistics & Supply Chain Management	Deliver essential commodities, equipment, and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as the coordination of access to community staples. Synchronize logistics capabilities and enable the restoration of impacted supply chains.	You'll source and maintain contracts that allow for essential equipment and services to be brought in to support emergency operations. You'll maintain critical roadways and access points for resources to reach the city.

Primary departments or agencies have significant authorities, roles, resources, and capabilities for a particular function within a capability. Primary departments are responsible for:

- Orchestrating support within their functional area for the appropriate response Core Capabilities and other missions.
- Notifying and requesting assistance from support agencies.
- Managing mission assignments and coordinating with support agencies as well as appropriate State officials, operations centers, and other stakeholders.
- Coordinating resources resulting from mission assignments, working closely with other organizations to maximize resources.

- Monitoring progress in achieving Core Capability and other missions, and providing that information as situational awareness.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Identify equipment or capabilities required to prevent or respond to new or emerging threats and hazards or to validate and improve capabilities to address changing risks.
- Promote accessibility, programmatic inclusion, and effective communication for the whole community, including individuals with disabilities.

Support Core Capabilities

Capability	Definition	In Practice
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	You'll support planning by completing department-specific response plans, participating in training(s) and city-wide planning efforts, such as COOP, CEMP, Debris Management, etc.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.	You'll ensure your staff have completed requisite FEMA/NIMS training. You'll use NIMS/ICS to create a structure that includes everyone working on the problem or project, adhere to/respect that structure, and work collaboratively with other departments/stakeholders to accomplish the project or task.
Cybersecurity	Protect (and if needed, restore) electronic communications systems, information, and services from damage, unauthorized use, and exploitation.	You'll maintain a heightened awareness of the cyber vulnerabilities to critical public works infrastructure and work closely with TIS and other vendors to reduce vulnerabilities.
Physical & Protective Measures	Implement and maintain risk-informed countermeasures, and policies protecting people, borders, structures, materials, products, and systems associated with key operational activities and critical infrastructure sectors.	You'll implement physical and protective measures to reduce critical infrastructure vulnerabilities to malicious and opportunistic actors.
Supply Chain Integrity & Security	Strengthen the security and resilience of the supply chain.	You'll help to maintain the security of the supply chain by maintaining road access to incoming resources.
Community Resilience	Enable the recognition, understanding, communication of, and planning for risk and empower individuals and communities to make informed	You'll help the community to understand the risks their infrastructure faces, ways to prepare and mitigate the risks, and how they can support the

Capability	Definition	In Practice
	risk management decisions necessary to adapt to, withstand, and quickly recover from future incidents.	maintenance of critical infrastructure.
Risk & Disaster Resilience Assessment	Assess risk and disaster resilience so that decision makers, responders, and community members can take informed action to reduce their entity's risk and increase their resilience.	You'll perform risk assessments to critical infrastructure, communicate those risks to senior and elected officials, and make recommendations on actions to take to reduce risk.
Threat & Hazard Identification	Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes so as to clearly understand the needs of a community or entity.	You'll help emergency management and other city departments understand the likelihood and risks to our critical infrastructure. When developing operational plans, you'll base them upon the threats and hazards identified.
Environmental Response/ Health & Safety	Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from all-hazards in support of responder operations and the affected communities.	You'll enforce the health/safety measures recommended by Risk/Safety amongst your staff to ensure their protection.
Fatality Management	Provide fatality management services, including decedent remains recovery and victim identification, working with local, state, tribal, territorial, insular area, and federal authorities to provide mortuary processes, temporary storage or permanent internment solutions, sharing information with mass care services for the purpose of reunifying family members and caregivers with missing persons/remains, and providing counseling to the bereaved.	You'll provide the necessary construction tools and manpower, if requested, for recovery of individuals or their personal items to support family reunification.
Operational Communications	Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.	You'll ensure the public safety communications remain in good working order by undergoing routine maintenance, ensuring staff are adequately trained, and maintaining vendor relationships.
Situational Assessment	Provide all decision makers with decision-relevant information regarding the nature and extent	You'll provide the requested information to Emergency Management/EOC and

Capability	Definition	In Practice
	of the hazard, any cascading effects, and the status of the response.	participate in completing any provided documentation.
Economic Recovery	Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.	You'll perform activities that will promote economic recovery such as restoration of utilities, roads, bridges and other critical infrastructure.
Natural & Cultural Resources	Protect natural and cultural resources and historic properties through appropriate planning, mitigation, response, and recovery actions to preserve, conserve, rehabilitate, and restore them consistent with post-disaster community priorities and best practices and in compliance with applicable environmental and historic preservation laws and executive orders.	You'll support the protection of natural and cultural resources through maintenance and repair operations that support the preservation/conservation of critical natural resources. You'll follow the best practices of public health and ecology for the removal/storage of hazardous materials and other debris. You'll design new/replacement infrastructure with natural and cultural resources in mind.

Support departments or agencies have specific capabilities or resources that can support primary agencies in executing capabilities and other missions. The activities of support agencies typically include:

- Participate in planning for incident management, short-and-long-term recovery operations, and the development of supporting operational plans, standard operating procedures, checklists, or other job aids.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Coordinating resources resulting from response mission assignments.

III. SITUATION OVERVIEW

Public Works has an essential role in all phases of emergency management and provides a considerable share of the combined effort.

A. Emergency/Disaster Hazard Conditions

Disasters and emergencies have occurred and will continue to occur throughout the City of Tukwila. The King County Hazard Mitigation Plan identifies the following technological and natural hazard vulnerabilities: severe weather, earthquake, civil disturbances, fire, volcanic eruption, terrorism, and infrastructure failures.

The recovery efforts in the City will be dependent upon the nature and magnitude of the disaster, size and severity of the damage, the population affected, and the resources available. A significant emergency or disaster may damage or limit the existing resources needed to maintain vital City services. The amount of damage to structures, essential systems, and services could rapidly overwhelm the

capacity of the city to assess the event and response effectively to basic and emergency human needs. Damage to critical infrastructure and communications could hamper emergency response efforts.

B. Planning Assumptions

The information and procedures included in this plan have been prepared utilizing the best information available at the time of preparation. As the true extent of the impacts of a disaster cannot be known before it occurs, the City can only endeavor to make every reasonable effort to respond based upon the situation, information, and resources available at the time. The outcome of an emergency may be different than the expected outcome based on these assumptions and others.

While not an exhaustive list, the assumptions listed in this subsection apply to all sections and documents that make up the annex. They are as follows:

- Public Works staff may be personally affected by the event and unable to work or obtain necessary equipment to perform under their standard operating procedures.
- Critical infrastructure may be significantly damaged by the emergency or disaster. These damages may have a cascading impact on other operations, such as emergency response and firefighting.
- County, State, and/or Federal assistance may be necessary to deploy additional resources for a timely, efficient, and effective response.
- Previously inspected structures and utility systems will require re-evaluation when earthquake aftershocks occur.
- Normal means of communication may not be available and repairs to communication networks could take days, weeks, or months. Non-traditional means of communication may need to be established and used.
- Disaster response, relief, and recovery activities requiring the use of the transportation system may be difficult to coordinate effectively.
- The immediate need for the use of transportation systems for response and recovery activities will likely exceed the capabilities of city resources, requiring assistance from private and government agencies to support local efforts.

IV. CONCEPT OF OPERATIONS

A. Organization

The Public Works department consists of five divisions dedicated to the Maintenance and Operations of Public Works critical infrastructure, including Roads, Sewer, Surface Water, Water, Fleet/Equipment Rental, and Facilities. In addition to the Maintenance and Operations Division, Public Works also has a number of project managers and engineers responsible for road and bridge design, as well as the development of other critical infrastructure. Public Works also maintains the city's NPDES program and solid waste/recycling program.

B. Disaster Response

Most large emergencies and disasters require direct response from Public Works, with many being exclusively Public Works issues. Public Works has a role in

mitigation by providing much of the required engineering and technical expertise. Public Works also maintains or coordinates with owners most of the community's lifeline infrastructure, including:

- Transportation – streets, roads, bridges
- Utility Systems – water, sewer, surface water
- Communications – telephone, cable, fiber are often located in the public rights of way or public property and public works must concern itself with the condition and continued operations of this critical infrastructure.
- Equipment Rental – vehicles and vehicle maintenance/repair
- Facilities – city facility maintenance and building repair

During an emergency or disaster, Public Works Maintenance and Operations staff, along with identified engineers will conduct a damage assessment of streets, overpasses, traffic signals, water infrastructure, sewer/surface water infrastructure, and city facilities. Once damages have been collected, Public Works will work with Emergency Management or the EOC, if activated, to understand the impacts of the damages and identify priorities for restoration and repair. Prioritization of work will focus first on life safety. Public Works will coordinate with other entities, such as other utility districts and franchisees, to ensure integrated systems are operating effectively. Public Works will also work with Puget Sound Energy and Seattle City Light to coordinate repairs to the electrical grid.

Additional resources or assistance may be obtained through existing mutual aid agreements and/or through private contractors. Requests for additional assistance should be coordinated through the EOC.

C. Capability & Critical Tasks

FEMA has identified the following critical tasks for each core capability. The **core functions/capabilities** that have been identified above support each of the below critical tasks. These tasks span the mission areas, requiring some tasks to be completed in advance of the emergency or disaster. Others are specific to the response.

Primary Core Capabilities

Mission Area	Critical Task
PLANNING	
Response	Develop operational plans that adequately identify critical objectives based on the planning requirement, provide a complete integrated picture of the sequence and scope of the tasks to achieve the objectives, and are implementable within the timeframe contemplated in the plan using available resources.
OPERATIONAL COORDINATION	
Mitigation	Establish protocols to integrate mitigation data elements into your operations and operational plans.
Response	Mobilize all critical resources and establish command, control, and coordination structures within the affected community.
Response	Enhance and maintain command, control, and coordination structures consistent with the National Incident Management

Mission Area	Critical Task
	System (NIMS) to meet basic human needs, stabilize the incident, and transition to recovery.
RISK MANAGEMENT FOR PROTECTION PROGRAMS & ACTIVITIES	
Protection	Ensure critical infrastructure and its elements have and maintain risk assessment processes to identify and prioritize assets, systems, networks, and functions.
Protection	Ensure operational activities and critical infrastructure sectors have and maintain appropriate threat, vulnerability, and consequence tools to identify and assess threats, vulnerabilities, and consequences.
LONG TERM VULNERABILITY REDUCTION	
Mitigation	Achieve a measurable decrease in long-term vulnerability of critical systems and infrastructure.
INFRASTRUCTURE SYSTEMS	
Response	Decrease and stabilize immediate infrastructure threats to the affected population, to include survivors in the heavily damaged zone.
Response	Re-establish critical infrastructure within the affected area to support ongoing emergency response operations, life sustainment, community functionality, and a transition to recovery.
Response	Provide for clearance, removal, and disposal of debris.
Response	Formalize partnerships with governmental and private sector cyber incident or emergency response teams to accept, triage, and collaboratively respond to cascading impacts in an efficient manner.
Recovery	Restore and sustain essential services to maintain community functionality.
Recovery	Develop a plan with a specified timeline for redeveloping community infrastructures to contribute to resiliency, accessibility, and sustainability.
Recovery	Provide systems that meet the community needs while minimizing service disruption during restoration within the specified timeline in the recovery plan.
CRITICAL TRANSPORTATION	
Response	Establish physical access through appropriate transportation corridors and deliver required resources to save lives and to meet the needs of disaster survivors.
Response	Ensure basic human needs are met, stabilize the incident, transition into recovery for an affected area, and restore basic services and community functionality.
Response	Clear debris from any route type (road, rail, airfield, etc.) to facilitate response operations.
LOGISTICS & SUPPLY CHAIN MANAGEMENT	
Response	Mobilize and deliver governmental, nongovernmental, and private sector resources to save lives, sustain lives, meet basic human needs, stabilize the incident, and transition to recovery, to include moving and delivering resources and services to meet the needs of disaster survivors.

Mission Area	Critical Task
Response	Enhance public and private resources and services support for an affected area.

Support Core Capability

Mission Area	Critical Tasks
PLANNING	
Protection	Support the development of plans that relate to the protection of critical infrastructure, including the cyber elements of public utilities, against malicious actors.
Protection	Exercise the plans created and maintain the plans to ensure continuity of operations.
Mitigation	Develop plans that address threats/hazards that have been identified by a risk assessment.
Recovery	Participate in the convening of an inclusive core planning team, which will oversee disaster recovery planning.
Recovery	Complete an initial recovery plan that provides an overall strategy and timeline for restoring critical infrastructure.
OPERATIONAL COORDINATION	
Prevention	Execute operations with functional and integrated communications among appropriate entities to prevent initial or follow on attacks of critical infrastructure by malicious actors.
CYBERSECURITY	
Protection	Implement risk-informed guidelines, regulations, and standards to ensure the security, reliability, integrity, and availability for critical information, records, communications systems and services through collaborative security initiatives and efforts.
Protection	Implement and maintain procedures to detect malicious activity and to conduct technical and investigative-based countermeasures, mitigations, and operations against malicious actors to counter existing and emerging cyber-based threats.
PHYSICAL & PROTECTIVE MEASURES	
Protection	Identify, assess and mitigate vulnerabilities to incidents through the deployment of physical protective measures.
Protection	Deploy protective measures commensurate with the risk.
RISK & DISASTER RESILIENCE ASSESSMENT	
Mitigation	Conduct risk assessments to critical infrastructure to determine vulnerabilities and consequences associated with natural, technological, and human-caused threats and hazards.
ENVIRONMENTAL RESPONSE/HEALTH & SAFETY	
Response	Identify, assess, and mitigate worker health and safety hazards, and disseminate health and safety guidance and resources to response and recovery workers.
Response	Minimize public exposure to environmental hazards through assessment of the hazards and implementation of public protective measures.
Response	Detect, assess, stabilize, and clean up releases of oil and hazardous materials into the environment, including buildings/structures, and properly manage waste.

Mission Area	Critical Tasks
Response	Identify, evaluate, and implement measures to prevent and minimize impacts to the environment, natural and cultural resources, and historic properties form all-hazard emergencies and response operations.
OPERATIONAL COMMUNICATIONS	
Response	Ensure the capacity to communicate with both the emergency response community and the affected populations and establish interoperable voice and data communications.
SITUATIONAL ASSESSMENT	
Response	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs and stabilize the incident.
Response	Deliver enhanced information to reinforce ongoing lifesaving and life-sustaining activities, and engage governmental, private, and civic sector resources within and outside of the affected area to meet basic human needs, stabilize the incident, and transition to recovery.
NATURAL & CULTURAL RESOURCES	
Recovery	Implement measures to protect and stabilize records and culturally significant documents, objects, and structures.
Recovery	Preserve natural and cultural resources as part of an overall community recovery that is achieved through coordinated efforts of natural and cultural resource experts.

V. RESPONSIBILITIES

The Public Works Department is primarily responsible for:

- **Developing operational plans** to address incident needs.
- Maintaining **priority routes/critical access** points and **critical utilities**.
- Developing **engineering plans** that improve the system/structure or mitigate vulnerabilities.
- Sourcing **service contracts,** such as Bulk fuel, for disaster operations.
- Sourcing **equipment and other resources** for emergency/disaster operations.
- **Developing and maintaining relationships** with other Public Works agencies and related vendors.
- Maintaining the city's **fleet and equipment rental**.
- Maintaining city facility **building operability**.
- Developing and maintaining a complete **inventory of city assets** and their **equipment rental rates**.
- Full cycle **debris management**.
- Participation in the **Preliminary Damage Assessment** process.

In addition to performing the core functions defined above, Public Works also has the following responsibilities, as outlined by the CEMP Base Plan.

Preparedness

- Develop policies, procedures, and plans for emergency response and recovery for public works activities.

- Maintain relationships with key stakeholders such as, WSDOT, Seattle City Light, Puget Sound Energy, and other utility districts and franchisees critical to the execution of Public Works functions.
- Maintain vendor relationships and contracts, ensuring contracts have a disaster clause.
- Work with neighboring jurisdictions, utility districts, special purpose districts, and franchisees to establish mutual aid and interlocal agreements.
- Participate in emergency management drills, trainings, and exercises.
- Provide staff to support EOC operations.
- Develop and maintain departmental standard operating procedures and checklists.
- Maintain a resource management system that identifies, tracks, and inventories city assets.
- Develop procedures for coordinating information, including flow, recording, dissemination, display, analysis, use, and reporting.
- Identify critical facilities and infrastructure. Develop damage assessment priority lists.
- Maintain emergency communications equipment and trained staff, such as the 800 MHz and 154 MHz systems.

Mitigation

- Identify gaps and vulnerabilities in city utility systems. Take actions to increase the integrity of the system and decrease potential damage.
- Implement hazard mitigation practices in the development of policy and the design and construction of city facilities and infrastructure.
- Provide expertise and recommendations for stability of slopes and sensitive areas.
- Support the City of Tukwila Hazard Mitigation Plan through periodic updates.
- Develop and regularly review the city's Debris Management Plan for updates and changes.
- Participate in emergency management trainings specific to your discipline and recommended by emergency management.

Response

- Provide damage assessment of streets, overpasses, traffic signals, utility systems, and critical infrastructure.
- Request public works resources from neighboring jurisdictions, as needed.
- Performs or contracts major disaster recovery work under Public Law 93-288, the Disaster Relief Act.
- Provide operational control of traffic signals and flashers under the city's jurisdiction.
- Ensure responding staff have appropriate personal protective equipment.
- Provide technical advice and limited resources for emergency disposal of contaminated soil and other debris on city properties.
- Provide debris clearance and management processes, emergency protective measures, emergency and temporary repairs and/or construction on city lands, roads, dikes, drainage, storm systems, and facilities.
- Provide light and heavy construction equipment, supplies, and personnel.
- Provide for emergency closure and restoration of city roads, water, and storm systems.
- Coordinates and provides for the placement of traffic control signs and barricades for road closures, detours, and potential road hazards.

- Coordinates the containment and recovery effort for localized flood fighting operations.
- Provide and maintain city-owned and operated vehicles and equipment and coordinates fuel dispensing services for city-owned equipment and vehicles.
- Coordinate operational strategies with WSDOT, WSP, Tukwila Police, Puget Sound Fire, King County Public Works, King County Metro, and other stakeholders to ensure integrated operations.
- Address city facility damages and repairs to ensure government functions are able to continue.
- Relocate staff, critical infrastructure and systems, from non-operable to operable facilities.

Recovery

- Continue with response and recovery activities until completed.
- Provide financial information and incident documentation to the EOC or Emergency Management for cost recovery efforts.
- Reconstruct, repair, and maintain the city's infrastructure.
- Through close coordination with the EOC or Emergency Management determine when to reopen roads or bring other critical infrastructure back online.

VII. RESOURCE REQUIREMENTS

A. Logistical Support

Resources, under normal operations, are self-reliant with respect to equipment, vehicles, personnel, facilities, etc. required to provide their services. Each Public Works division is expected to have and maintain an accurate account of equipment, fixed and mobile assets, and response personnel. Resources should be "typed" by capability based on measurable standards of performance and capability. Divisions should have the ability to track resource availability and status throughout a disaster response and recovery effort.

When Public Works is no longer operating under normal operating conditions, they will begin to require additional resources and support logistics. They will typically need to escalate their resource needs with related logistical support

- Obtain support from normal and emergency contractors
- Activate established mutual aid agreements
- Request through EOC Logistics function

Requests for resources typically are more complex than just acquiring the resource. The logistics of acquisition, transport, and ongoing support may need to be shared among agencies.

Demobilizing resources will occur in coordination with the EOC once the department determines that their work is complete, and the resource is no longer needed.

B. Communications & Data

Public Works utilizes email, phone, and cell phone for routine, day-to-day operations. During an emergency or disaster, Public Works has the ability to operate using the 800 MHz radio system for coordinating operations with Police and

Fire. Public Works also maintains a 154 MHz two-way radio system for department operations.

VII. MAINTENANCE

This document is an external plan and follows the maintenance process, which includes a method and schedule for evaluation and revision. Lessons learned from exercises, special events, incidents, or disasters may result in a decision to evaluate portions of the documents ahead of the schedule.

The Director of this department/division has the responsibility for this document and will ensure that it is evaluated as outlined in the Base Plan schedule with updates and revisions being made to ensure guidance remains current. The department/division will facilitate the evaluations in consultation with Emergency Management.

RECORD OF CHANGES			
Date	Type	Contact	Summary

ANNEX J: TECHNOLOGY INNOVATION SERVICES (TIS)

I. INTRODUCTION

The Technology Innovation Services (TIS) Division provides enabling technologies that support the achievement of outcomes of city divisions.

II. PURPOSE

Technology Innovation Services plays a significant role in all mission areas, providing timely, predictable, and effective infrastructure and technical support needed by all the city departments involved in emergency operations and decision-making processes.

TIS provides guidance for organizing, establishing, and maintaining the communications capabilities such as the city website, Microsoft Office, City of Tukwila Cable Channel 21, city-issued cell phones and vendor agreements (including FirstNet), and other necessary operational requirements for the City of Tukwila.

The Federal Emergency Management Agency (FEMA) has identified 32 core capabilities that are the distinct critical elements necessary to prepare for, respond to, and recover from a disaster. TIS has a primary responsibility to execute one core capability and supports 11 core capabilities. The core capabilities are identified and defined below.

Primary Core Capabilities

Core Capability	Definition	In Practice
Cybersecurity	Protect (and if needed, restore) electronic communications systems, information, and services from damage, unauthorized use, and exploitation.	You'll take the necessary steps to ensure connectivity, protect our technology infrastructure, and protection of records, from being compromised by malicious actors through planning, testing, routine updates, and implementation of best practices. In the event that a breach does occur, you'll take the lead on efforts to restore our networks through coordination with the State cyber team, our insurance vendor, and/or fiber/telecom franchisees to restore systems.

Primary departments or agencies have significant authorities, roles, resources, and capabilities for a particular function within a capability. Primary departments are responsible for:

- Orchestrating support within their functional area for the appropriate response Core Capabilities and other missions.
- Notifying and requesting assistance from support agencies.

- Managing mission assignments and coordinating with support agencies as well as appropriate State officials, operations centers, and other stakeholders.
- Coordinating resources resulting from mission assignments, working closely with other organizations to maximize resources.
- Monitoring progress in achieving Core Capability and other missions, and providing that information as situational awareness.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Identify equipment or capabilities required to prevent or respond to new or emerging threats and hazards or to validate and improve capabilities to address changing risks.
- Promote accessibility, programmatic inclusion, and effective communication for the whole community, including individuals with disabilities.

Support Core Capabilities

Core Capability	Definition	In Practice
Planning	Conduct a systematic process engaging the whole community as appropriate in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.	You'll support planning by completing department-specific response plans, participating in training(s) and city-wide planning efforts, such as COOP, CEMP, etc.
Operational Coordination	Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.	You'll ensure your staff have completed requisite FEMA/NIMS training. You'll use NIMS/ICS to create a structure that includes everyone working on the problem or project, adhere to/respect that structure, and work collaboratively with other departments/stakeholders to accomplish the project or task.
Intelligence & Information Sharing	Provide timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning physical and cyber threats to the United States, its people, property, or interests; the development, proliferation, or	You'll coordinate with the appropriate people at the State and local levels to share information about cyber threats and concerns. In the event of a breach to our networks, you'll work closely with stakeholders to share timely information to resolve the issues as soon as possible.

Core Capability	Definition	In Practice
	use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, territorial, federal, and other stakeholders. Information sharing is the ability to exchange intelligence, information, data, or knowledge among government or private sector entities, as appropriate.	
Interdiction & Disruption	Delay, divert, intercept, halt, apprehend, or secure threats and/or hazards.	You'll put the appropriate mitigation measures in place that delay, divert, or intercept cyber threats to our city technology infrastructure. You'll also implement proper notification measures so that threats can be immediately detected.
Access Control & Identity Verification	Apply and support necessary physical, technological, and cyber measures to control admittance to critical locations and systems.	You'll support access control to city facilities by maintaining the infrastructure and support for badge access systems.
Physical & Protective Measures	Implement and maintain risk-informed countermeasures, and policies protecting people, borders, structures, materials, products, and systems associated with key operational activities and critical infrastructure sectors.	You'll implement the appropriate physical measures to protect city network and other technology infrastructure.
Risk Management for Protection Programs	Identify, assess, and prioritize risks to inform Protection activities, countermeasures, and investments.	You'll remain aware of emerging and existing threats to technology. You'll prioritize those risks and develop a plan to mitigate those threats by employing the appropriate countermeasures.
Long-term Vulnerability Reduction	Build and sustain resilient systems, communities, and critical infrastructure and key resources/lifelines so as to reduce their vulnerability to natural, technological, and human-caused threats and hazards by lessening the likelihood, severity, and	You'll evaluate aging technology infrastructure and develop plans to replace or update the infrastructure and systems to reduce long-term vulnerability. You'll support other city departments in updating their aging technology infrastructure.

Core Capability	Definition	In Practice
	duration of the adverse consequences.	
Infrastructure Systems	Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.	You'll support Public Works and other city departments in restoring critical technology infrastructure that directly supports the response to the emergency or disaster.
Operational Communications	Ensure the capacity for timely communications in support of security, situational awareness, and operations by any and all means available, among and between affected communities in the impact area and all response forces.	You'll work with vendors to ensure operational communication tools remain reliable. This could include cell phones, Microsoft products, etc. You'll also support the EOC in ensuring they have the technology needed to effectively communicate. You may help with resetting passwords and equipment in the EOC.
Situational Assessment	Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.	You'll provide the requested information to Emergency Management/EOC and participate in completing any provided documentation.

Support departments or agencies have specific capabilities or resources that can support primary agencies in executing capabilities and other missions. The activities of support agencies typically include:

- Participate in planning for incident management, short-and-long-term recovery operations, and the development of supporting operational plans, standard operating procedures, checklists, or other job aids.
- Maintaining trained personnel to support interagency emergency response and support teams.
- Coordinating resources resulting from response mission assignments.

III. SITUATION OVERVIEW

Information is crucial for effective emergency or disaster management. TIS keeps all information sources up and running, including computer networks, hardware, devices, and telephone communications.

The GIS section, under TIS, provides valuable information and data to allow for timely situational awareness to support effective emergency and disaster management. GIS also supports damage assessment operations to the EOC.

TIS has an essential role in all phases of emergency management and provides a considerable share of the combined effort.

A. Emergency Operations

Disasters and emergencies have occurred and will continue to occur throughout the City of Tukwila. The King County Hazard Mitigation Plan identifies the following technological and natural hazard vulnerabilities: severe weather, earthquake, civil disturbances, fire, volcanic eruption, terrorism, and infrastructure failures.

Any disaster or emergency that occurs within Tukwila's jurisdictional boundaries will likely require the full support of communications systems managed by TIS. The City's communications systems may be overwhelmed, damaged, or destroyed by a natural or technological disaster when they are needed the most.

B. Planning Assumptions

The information and procedures included in this plan have been prepared utilizing the best information available at the time of preparation. As the true extent of the impacts of a disaster cannot be known before it occurs, the City can only endeavor to make every reasonable effort to respond based upon the situation, information, and resources available at the time. The outcome of an emergency may be different than the expected outcome based on these assumptions and others.

While not an exhaustive list, the assumptions listed in this subsection apply to all sections and documents that make up the annex. They are as follows:

- Depending upon the hazard and its impacts, technology and communications may take months to restore.
- Initial reports of damage will be fragmented, providing an incomplete picture of the extent of damage to technology infrastructure.
- Alternate communications systems may or may not be available depending on the extent of the damage.
- Normal communications, if operational, will likely be overloaded.
- Cybersecurity incidents vary in nature, complexity, and impact. The nature of the systems and technology subject to such incidents is increasingly complex and vast, including city-controlled computers and networks, as well as mobile phones, networked devices, and third-party services.
- Significant cybersecurity incidents would require the activation of the EOC to address the physical and operational effects of the incident.

IV. CONCEPT OF OPERATIONS

It is essential that the City of Tukwila have reliable information technology and communications systems for day-to-day operations, warning capabilities, response and recovery efforts, and coordination with other organizations.

A. Organization

Technology Innovation Services administers the City's voice/data network, computer hardware, computer software, Geographic Information Systems (GIS), provides support for the City website, and technical support.

B. Disaster Response

Following an emergency or disaster, TIS will work with Emergency Management and the EOC (if activated) to assign IT resources to departments, deploying

department representatives across the city to support various departments. TIS will gather information related to technological needs and system operability. TIS will work with vendors to understand the status determination and repair for critical systems that are defined in their operational plans or by the EOC.

C. Core Capability & Critical Tasks

FEMA has identified the following critical tasks for each core capability. The **core functions/capabilities** that have been identified above support each of the below critical tasks. These tasks span the mission areas, requiring some tasks to be completed in advance of the emergency or disaster. Others are specific to the response.

Primary Core Capabilities

Mission Area	Critical Task
CYBERSECURITY	
Protection	Implement risk-informed guidelines, regulations, and standards to ensure the security, reliability, integrity, and availability of critical information, records, and communications systems through collaborative cybersecurity initiatives and efforts.
Protection	Implement and maintain procedures to detect malicious activity and to conduct technical and investigative-based countermeasures, mitigations, and operations against malicious actors to counter existing and emerging cyber-based threats, consistent with established protocols.

Support Core Capabilities

Mission Area	Critical Task
PLANNING	
Prevention	Identify critical objectives during the planning process, provide a complete and integrated picture of the sequence and scope of the tasks to be achieved by the objectives, and ensure the objectives are implementable within the timeframe contemplated within the plan.
Prevention	Develop and execute appropriate courses of action in coordination with local, state, federal, and private sector partners to prevent malicious acts.
Protection	Implement, exercise, and maintain plans to ensure continuity of operations.
Mitigation	Ensure plans have considered relevant threats/hazards and how those threats/hazards may be mitigated.
Response	Develop operational plans that adequately identify critical objectives, provide a complete picture of the sequence and scope of the tasks to achieve the objectives, are implementable, and use available resources.
Recovery	Support the completion of an initial recovery plan that provides an overall strategy and timeline, address all core capabilities, and integrates socioeconomic, demographic, accessibility, technology, and risk assessment considerations.

Mission Area	Critical Task
OPERATIONAL COORDINATION	
Protection	Establish and maintain partnerships among stakeholders to support networking, planning, and coordination.
Mitigation	Integrate mitigation data and practices into practice.
Response	Mobilize critical resources and establish appropriate structures that support the coordination of providing resources to the affected community.
Response	Enhance and maintain structures consistent with the National Incident Management System (NIMS) to meet basic human needs, stabilize the incident, and transition to recovery.
INTELLIGENCE & INFORMATION SHARING	
Prevention/ Protection	Anticipate and identify emerging and/or imminent threats to systems and networks.
Prevention/ Protection	Share relevant, timely, and actionable information and analysis with local, state, and federal partners about malicious acts.
INTERDICTION & DISRUPTION	
Protection	Deter, detect, interdict, and protect against malicious acts that threaten the security of technology-based systems.
ACCESS CONTROL & IDENTITY VERIFICATION	
Protection	Implement and maintain protocols to verify identity and authorize, grant, or deny physical and cyber access to specific locations, information, and networks.
PHYSICAL PROTECTIVE MEASURES	
Protection	Identify, assess, and mitigate vulnerabilities to incidents through the deployment of technological solutions that enhance physical protective measures.
RISK MANAGEMENT FOR PROTECTION PROGRAMS & ACTIVITIES	
Protection	Ensure critical infrastructure sectors have and maintain risk assessment processes to identify and prioritize assets, systems, networks, and function.
Protection	Ensure operational activities and critical infrastructure sectors have and maintain appropriate threat, vulnerability, and consequence tools to identify and assess threats, vulnerabilities, and consequences.
LONG TERM VULNERABILITY REDUCTION	
Mitigation	Achieve a measurable decrease in long-term vulnerability to systems, networks, and other technological-based solutions against increasing reliance upon information technology.
INFRASTRUCTURE SYSTEMS	
Response	Re-establish critical infrastructure within the affected areas to support ongoing emergency response operations, community functionality, and a transition to recovery.
Response	Formalize partnerships with governmental and private sector cyber incident or emergency response teams to accept, triage, and collaboratively respond to cascading impacts in an efficient manner.
Recovery	Restore and sustain essential services to maintain functionality.

Mission Area	Critical Task
Recovery	Develop a plan with a specified timeline for redeveloping technology to contribute to resiliency, accessibility, and sustainability.
OPERATIONAL COMMUNICATIONS	
Response	Re-establish critical information networks, including cybersecurity information sharing networks, to enable incident response and support the resilience of key systems.
SITUATIONAL ASSESSMENT	
Response	Deliver information sufficient to inform decision making regarding immediate lifesaving and life-sustaining activities and engage governmental and private sector resources within and outside of the affected area to stabilize the incident.
Response	Deliver enhanced information to reinforce ongoing lifesaving and life-sustaining activities and engage governmental and private sector resources within and outside of the affected area to stabilize the incident and transition to recovery.

V. RESPONSIBILITIES

Technology & Innovation Services is primarily responsible for:

- **Developing operational plans** related to cyber incidents and technology restoration
- Maintaining **vendor relationships** related to technology.
- **Manage technology needs** during day-to-day operations, during relocation activities, and emergency response operations.
- Provide **telecommunications, network, and technology support** to the EOC.
- Provide Graphic Information Systems **(GIS) support** to the EOC.
- Coordinate **recovery operations** of the city's telephone and computer systems, as well as **data restoration**.
- Follow current trends in malicious acts and take action to **protect/mitigate against malicious actors.**

In addition to performing the core functions defined above, Emergency Management also has the following responsibilities, as outlined by the CEMP Base Plan.

Preparedness/Mitigation

- Participate in emergency management trainings, drills, and exercises in support of emergency operations.
- Identify and utilize current methods to lessen the effects on the city IT infrastructure in the event of future emergencies or disasters.
- Establish a mitigation program for all City computer and communications systems to protect them from the effects of an emergency or disaster. Included in this program will be seismic protection of all essential network and communications systems.
- Explore new technologies designed to improve the reliability of communications systems.
- Employ proper tools and best practices to mitigate against malicious actors.
- Maintain relevant contracts, ensuring an emergency response provision is outlined in each contract.

- Establish and maintain standard operating procedures for IT and GIS operations during emergency operations.
- Develop operational plans related to technology recovery.

Response

- Attend department/division briefings to coordinate disaster information and request resources needed to accomplish response and recovery activities.
- Provide representation, as requested, to assist all sections in the EOC.
- Provide GIS support in the EOC to support the tracking/plotting of road closures, evacuations, damages, etc. as directed by the Operations Section.
- Provide periodic departmental situation reports to Emergency Management or the EOC.
- Maintain documentation in coordination with Emergency Management for all disaster expenses.
- Coordinate with the EOC and PIO/JIC to support press briefings with the necessary logistical support.

Recovery

- Support Emergency Management in the disaster recovery process.
- Follow appropriate policies and procedures in completing the required documentation to justify emergency services, contracts, purchases, and expenditures.
- Attend required post-incident reviews.
- Forward completed documentation to Emergency Management or the EOC for costs incurred and volunteers utilized.
- Revise internal policies and procedures to correct deficiencies learned from the incident.
- Revise resource lists of used vendors and other suppliers.
- Repair and restore the city's IT infrastructure and communications systems.
- Support the recovery and restoration of City services.

VI. RESOURCE REQUIREMENTS

A. Logistical Support

TIS relies heavily on vendor support to maintain city technology infrastructure. Tier I support is available for some systems while higher level support is available only through vendor support. Some communications and data systems are not maintained by TIS, but rather by specific departments. TIS would rely heavily on contracts and vendor support to resolve most communications and network systems infrastructure.

B. Communications/Data

The City's communications and data infrastructure has the following components that are critical asset requirements for the City of Tukwila.

Component	Description	Support & Maintenance
Fiber	Fiber optic cable connects all city facilities, from Fleet & Facilities to Minkler. This provides the backbone for telephone and data communications networks, plus some radio transmissions and	Engineering and first-level support by TIS. Fiber construction and repair by PW Streets or their contractors.

Component	Description	Support & Maintenance
	traffic signals. Fiber is mixed in ownership between the City, King County's I-Net, and Comcast as a part of our franchise agreement.	
Radio – 800 MHz	Part of a King County network that includes more than 16,000 radios used by all police and fire agencies in the county.	Tier I support can be provided by King County Radio Shops. Additional support is required through PSERN. Vendors: Valley Comm (radio operations), PSERN, King County Radio Shops.
Radio – 154 MHz	Tukwila Public Works operates a 154 MHz radio network for operations crews with about 30 mobiles and portables.	A Public Works employee oversees the system and its maintenance. Most installation and maintenance is accomplished by contractors. Vendors: Motorola (equipment), Day Wireless
Radio – 440 MHz Amateur Radio	The Tukwila EOC supports a volunteer-run radio system operated as auxiliary communications.	Tier I & II support is provided by volunteers through the EOC. Vendors: Motorola/ICOM (equipment)
Incident Command Vehicle	The Tukwila Police Department acquired an incident command vehicle which provides a hub for computing and communicating at an incident site. The vehicle's workstations are connected to the internet via a Cradle point router. It is also equipped with Wi-Fi, video and other capabilities.	First and second level technology support by TIS. Wiring and vehicle support by Fleet.
Telephone Network	The City operates a hosted telephone network provided by Allstream/Zayo. Telephone capability is available at all City locations. The network connects to the cloud via the City's data network and requires power to be functional. Connection to the public switched telephone network (PSTN) is managed by the vendor.	First level support by TIS. Second level support can be provided by the vendor via their support portal or by telephone.
	The City operates a private data network which connects end user computing devices, data centers,	First and second level support by TIS.

Component	Description	Support & Maintenance
Data Network	and the internet. The network operates largely on the City's fiber optic cable network between buildings and uses fiber and copper for distribution within buildings. This data network supports a wide variety of computer applications used for emergency management, including electronic mail, computer aided dispatch, work management systems, etc.	
Internet Connection	The City provides internet connections through redundant, diverse internet service providers (ISP). Circuit connections are routed over fiber.	First and second level support by TIS. Vendors: Zayo, King County I-Net, Comcast
Wireless Data Network – Internal City Wireless Access Points	The city provides secure internal Wi-Fi service and an open guest Wi-Fi service through all City facilities. Justice Center (TJC) and City Hall as well as other strategic sites in the city.	First and second level support provided by TIS. Vendor support provided by Cisco on a remote basis. ISP support provided by vendors (See Component: Internet Connection Above)
Cellular Telephones	The city provides cellular service to over 450 devices. The City primarily uses two service providers: AT&T and Verizon. TIS manages the City's relationship with the service providers and rate plans.	First level support provided by TIS. Second level support by service providers (AT&T and Verizon).
Text messaging	Text messaging is available on standard cellular phones and smart phones.	Support provided by service providers.
Electronic Mail and Office 365	The city currently has over 500 active user email accounts.	Tier I support is provided by TIS.
WebEOC	WebEOC is used by EOC representatives to document and track emergency coordination.	Tier I support is provided by King County Emergency Management.
Tukwilawa.gov and other City websites	The City's public-facing website provides a wealth of information relating to residents and visitors. The City's internal sites are hosted on SharePoint and managed disparately by individual departments. Each site provides useful information in regard to function and important resources of each department. The common	First and second level technical support for public web platforms is supported by the Communications Division of the Mayor's Office. First level support for internal websites hosted on SharePoint is provided by individual departments

Component	Description	Support & Maintenance
	"intranet" site for all is called Tuknet.	related to the site. Second level support is provided by TIS.
Social Media	Communications staff provide incident updates to the public through their social media accounts. The Mayor's Office owns the Citywide social media accounts.	First and second level support provided by department communications staff.
Department Newsletters/listservs	Communications staff may provide incident updates to the public through newsletters and listservs.	First and second level support provided by department communications staff.

VII. MAINTENANCE

This document is an external plan and follows the maintenance process, which includes a method and schedule for evaluation and revision. Lessons learned from exercises, special events, incidents, or disasters may result in a decision to evaluate portions of the documents ahead of the schedule.

The Director of this department/division has the responsibility for this document and will ensure that it is evaluated as outlined in the Base Plan schedule with updates and revisions being made to ensure guidance remains current. The department/division will facilitate the evaluations in consultation with Emergency Management.

RECORD OF CHANGES			
Date	Type	Contact	Summary

STATE OF WASHINGTON
MILITARY DEPARTMENT
EMERGENCY MANAGEMENT DIVISION
MS: TA-20 Building 20 • Camp Murray, Washington 98430-5122
Phone: (253) 512-7000 • FAX: (253) 512-7200

July 16, 2025

Mindi Mattson
Emergency Manager
City of Tukwila
15005 Tukwila International Blvd.
Tukwila, WA 98188

Re: City of Tukwila Comprehensive Emergency Management Plan

Dear Ms. Mattson:

Thank you for submitting the City of Tukwila's Comprehensive Management Plan (CEMP) for our review as required under RCW 38.52.070. Congratulations on completing this significant accomplishment.

The enclosed documents provide a compilation of recommendations for your next planning and review cycle to meet the requirements of chapter 38.52 RCW and chapter 118-30 WAC. Addressing the lawful requirements category will ensure your CEMP's continued consistency with the State CEMP and incorporate industry's best practices. The Washington Emergency Management Division (EMD) looks forward to receiving the next iteration of the City of Tukwila's CEMP in five years.

To better incorporate the use of core capabilities and make the CEMP a more operational document, CEMP development in Washington has undergone significant changes. If you would like additional information or assistance, please contact EMD's Planning Section at emdcempreview@mil.wa.gov.

Sincerely,

Robert Ezelle
Director

Enclosures (2)
EMD CEMP Evaluated Checklist – City of Tukwila 2025
CEMP Review and Recommendations – City of Tukwila 2025

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)				
Section Title		**Tier III - Required**	*Tier II - Suggestions*	Tier I - Optional
Basic Plan				
Introductory Documentation		**75%**	**93%**	0%
Purpose, Situation, & Assumptions		**100%**	**100%**	**100%**
Concept of Operations		**100%**	**94%**	72%
Direction, Control, & Coordination		**100%**	**96%**	**75%**
Organization & Responsablities		**100%**	50%	50%
Communications		**92%**	**100%**	71%
Administration		**100%**	**100%**	**100%**
Finance		**100%**	63%	**86%**
Logistics		**100%**	**100%**	**100%**
Development & Maintenance		**100%**	38%	38%
Annexes				
Population Protection			48%	47%
ESF 4			4%	0%
ESF 5			**80%**	**83%**
ESF 6			61%	59%
ESF 8			50%	38%
ESF 9			0%	0%
ESF 10			0%	0%
ESF 13			71%	67%
ESF 15			73%	73%
Resource Management			49%	53%
ESF 7			62%	65%
ESF 11			32%	38%
Critical Infrastructure			65%	65%
ESF 1			32%	37%
ESF 2			74%	69%
ESF 3			**79%**	**79%**
ESF 12			73%	73%
TIER TOTALS*		**97%**	63%	57%

*Each Tier Total is the sum of all elements that have been addressed across all sections in the column and displayed in a percentage
Cells that are grayed out do not contain elements that are reviewed for that tier.

Five Fundamental Plan Review Criteria:		**Rating:**
	Rating System: **1** = **Missing All** of the specified characteristics **2** = **Minimally** addresses the specified characteristics **3** = Addresses **Some** of the specified characteristics **4** = Addresses **Most** of the specified characteristics **5** = **Addresses All** of the specified characteristics	**4**
ADEQUACY	A plan is adequate if:	4
	The scope and concept of planned operations identify and address critical tasks effectively;	4
	The plan can accomplish the assigned mission while complying with guidance;	4
	The plan's assumptions are valid, reasonable, and comply with guidance.	4
FEASIBILITY	A plan is feasible if:	4
	The organization can accomplish the assigned mission and critical tasks by using available resources whithin the time contemplated by the plan;	4
	The organization allocates available resources to tasks and tracks the resources by status;	4
	Available resources include internal assets and those available through mutual aid or through existing state, regional, or Federal assistance agreements.	4
	Specifically, the jurisdiction should complete a capability estimate that:	4
	Identifies the current status of resources arrayed to support the plan;	4
	Analyzes the required resources based on the courses of action in the plan;	4
	Identifies the most supportable courses of action and ways to reduce the impact of resource deficiencies.	4
ACCEPTABILITY	A plan is acceptable if:	4
	It meets the requirements driven by a threat or incident;	4
	It meets decision maker and public cost and time limitations;	4
	It is consistent with the law;	4
	It can be justified in terms of the cost of resources;	4
	Its scale is proportional to mission requirements.	4
COMPLETENESS	A plan is complete if it:	4
	Incorporates all tasks to be accomplished;	4
	Includes all required capabilities;	4
	Integrates the needs of the general population, children of all ages, individuals with disabilities and others with access and functional needs, immigrants, individuals with limited English proficiency, and diverse racial and ethnic populations;	4
	Provides a complete picture of the sequence and scope of the planned response operation;	4
	Makes time estimates for achieving objectives;	4
	Identifies success criteria and a desired end-state.	4
COMPLIANCE	The Plan should align with guidance and doctrine to the maximum extent possible because these provide a baseline that facilitates both planning and execution.	4

Comprehensive Emergency Management Plan (CEMP) Review & Recommendations

Jurisdiction: City of Tukwila (Final Review-2025)

The plan provides well written, easy to understand and necessary information for the administration of an emergency management program. The recommendations provided below are separated into three tiers:

Tier III – Lawful Requirements; *Tier II – State Suggestions*; and Tier I – Optional

State consistency reviews will follow the recommendations identified in Tier III. Tier II identifies the next logical step in the planning process and should be considered guidance to assist with state-wide planning coordination; Tier II is not a requirement, but highly suggested to better prepare your jurisdiction. Tier I identifies entirely optional, accreditation-related elements and remains dependent on individual jurisdictions' preparedness goals, capabilities and resources; Tier I is not a requirement.

*For the purpose of providing feedback, the information below is organized by FEMA's Emergency Support Function (ESF) even though your annexes are arranged by Departmental responsibilities.

TIER III – Lawful Requirements		
CEMP Location*	**Recommendation to Meet Legal Obligations**	**Reference**
Basic Plan – Approval Document	Ensure the approval document is signed by either the Emergency Management Director or the senior elected official. This is expected and is a reminder to sign the official document when it is ready to be promulgated/approved.	Chapter 118-30, WA CEMP, CPG 101
Communications – Hazardous Materials	Consider discussing within the Communications Plan how expeditious notification to citizens during a Type 1 or Type 2 hazardous spill or release.	Title 38.52 RCW, Title 70.138.080 RCW

TIER II – *State Suggestions*		
CEMP Location*	**Recommendation to Meet Legal Obligations**	**Reference**
Basic Plan – Approval Document	Consider discussing authorities and decision-making policies in either your approval document or the delegation of authority if the senior or appointed officials were absent.	WA CEMP, CPG 101

TIER II – *State Suggestions*		
CEMP Location*	**Recommendation to Meet Legal Obligations**	**Reference**
Basic Plan – Whole Community	As a consideration, include a statement disclaiming that Whole Community has been incorporated throughout the CEMP, including all annexes, appendices, and attachments.	WA CEMP, CPG 101
Basic Plan – COOP/COG	When discussing the value of continuity planning, consider including the following in the discussion: • Validation of capabilities through Training and Exercise, and • Devolution and Reconstitution	WA CEMP, CPG 101, Continuity Circular
Basic Plan – Responsibilities	There are many tasks and abilities that Departments/Agencies (at all levels of government), the private sector, community organizations, and individuals should be participating in and accomplishing based on the guidance offered by the National Planning Frameworks. The Responsibilities section is an opportunity to not only address what capabilities are, but what they should be. This section should also be considered a place to set expectations. For more information on stakeholder responsibilities, consult the CEMP Evaluation Checklist – Tier II Suggestions tab. Overall, this section was well-written, there were just a few missing.	The National Planning Frameworks, WA CEMP, CPG 101
Basic Plan – Finance	Consider discussing how grants are managed in your jurisdiction. For example, consider how the Homeland Security Regions participate in grants management and also how the individual jurisdictions within the region participate in the process. There may be other EM grant funded initiatives and projects that operate outside of the HLS Region, consider discussing what is done to manage those grants as well.	National Disaster Recovery Framework, WA CEMP
Basic Plan - Finance	Consider briefly discussing the impact and role of insurance for recovering from the impacts of emergencies and/or disasters.	National Disaster Recovery Framework, WA CEMP

TIER II – *State Suggestions*		
CEMP Location*	**Recommendation to Meet Legal Obligations**	**Reference**
Basic Plan – Terms and Definitions / Abbreviations	Consider moving those terms and definitions which only apply to a specific function to a Support Annex. The definitions section within a support annex serves to house unique terms or jargon. This will leave the Basic Plan's terms and definitions section free to discuss more general concepts that are appropriate to its intended audience. Also, consider removing any terms, definitions, or anacronyms that is not used in the Plan to help reduce its length and sharpen its focus.	WA CEMP, CPG 101
All Annexes – Terms and Definitions	Consider what technical information was discussed that may need additional clarification. Terms and definitions to include in these sections are specific to the ESF in question. General terms that apply to the CEMP as a whole or those that apply to the Basic Plan's content should be included in the Basic Plan.	WA CEMP, CPG 101
ALL Annexes – Appendices/ Attachments	Please include Appendices/Attachments or References and Supporting Plans section. This section serves to point to guidance or documents (forms, checklists, etc.) which exists to support the department and that they may use in their roles. An example of something which would be found or referenced in these sections would be a debris management plan, an unsolicited donations plan, a reference to your volunteer management plan, etc.	WA CEMP, CPG 101
All Annexes – Primary and Support Agencies	Consider including in each of the annexes who would be the primary and support positions. Even though your annexes are in Departmental format, it would be beneficial to notate the position or section within each department that fills this role. (Ex. Within the Public Works Department, who or what section is responsible for roads vs. wastewater.)	National Planning Frameworks, WA CEMP, CPG 101
ESF 1 – Incident Management	Building off the incident management measures described for roadways, consider	WA CEMP

TIER II – *State Suggestions*		
CEMP Location*	**Recommendation to Meet Legal Obligations**	**Reference**
	describing what incident management practices will be implemented for those involving Aviation, Maritime, Pipelines, and Railroads. Even if your jurisdiction has no capabilities to perform either of these a discussion should still occur concerning who manages those specific incident types and how your jurisdiction assists or coordinates (e.g. provides traffic control in affected areas, provides specific transportation resources, etc.).	
ESF 2 – Whole Community Communications	Elaborating on the recommendation provided under Tier III in your Basic Plan – Communications section, be sure to describe the communication systems used to reach the Whole Community, and more specifically the significant population segments related to LEP under Title 38.52 RCW. This annex should really focus on the capabilities of each system (i.e. whether a system can communicate with hearing-impaired, translations for LEP, etc.). It should also address the technological limitations or challenges, recommendations to address such challenges, and the resources needed to address those challenges.	WA CEMP, National Planning Frameworks, CPG 101
ESF 2 – AFN Communication Systems	Identify existing communication systems that will be used to communicate with Access and Functional Needs populations. These systems might include: • Text Telephone (TTY) • Telecommunication Device for the Deaf (TDD) • Telecommunications Relay Service (TRS) • Video Relay Service (VRS), etc.	WA CEMP, CPG 101
ESF 2 –9-1-1	Discuss how Public Safety Answering Points (PSAPs) contribute to emergency communications during an incident. Also, consider discussing alternative methods for essential communications if 9-1-1 or other dispatch centers are out of operation.	WA CEMP, CPG 101

TIER II – *State Suggestions*		
CEMP Location*	**Recommendation to Meet Legal Obligations**	**Reference**
ESF 4 – Firefighting	Consider adding an annex that discusses firefighting capabilities. This annex can include descriptions of Firefighting Assistance Grants, Response actions to detect and suppress wildland and urban fires, EMS Capabilities, coordination with other fire districts, the process to request fire mobilizations, Special Teams identification (i.e. Hazmat teams, Swift Water Rescue, confined space rescue, etc.), evacuation considerations, and how situational and damage assessment information flows from IC to EOC/ECC.	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
ESF 5 – Staff/Equipment Requirement and EOC Layout	Consider identifying the staff and equipment requirements necessary for the EOC. This can include training requirements for staff and equipment (laptops, monitors, communication devices, whiteboard, etc.) that would be needed. Provide a diagram of the primary and alternate EOCs (e.g., locations, floor plans, displays) and identify and describe the critical communications equipment available/needed (e.g., phone numbers, radio frequencies, faxes).	WA CEMP, CPG 101
ESF 6 - Shelters	Consider discussing the process and procedures to address unaccompanied children and registered offenders when they arrive at shelters.	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
ESF 8 – Water and Wastewater	Consider discussing the provision and distribution of water to affected communities. Also consider what is done to acquire or provide for human waste disposal services.	National Disaster Recovery Framework, WA CEMP, CPG 101
ESF 8 – Mass Casualty/Fatality	Describe what efforts are made to contain and stabilize the effects of a mass casualty or mass fatality incident. Further, consider addressing the methodology behind the	National Response Framework, National Disaster Recovery

TIER II – *State Suggestions*		
CEMP Location*	**Recommendation to Meet Legal Obligations**	**Reference**
	establishment of Emergency Treatment Centers or Mass Casualty Collection Centers.	Framework, WA CEMP, CPG 101
ESF 8 – Incident Management	Consider discussing how the following elements are coordinated or describe the actions that will be taken for this ESF: • Contain and stabilize the effects of the incident • Track patients • Decontaminate survivors and responders.	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
ESF 8 - Responsibilities	Briefly describe the roles and responsibilities of hospitals and/or Local Health Jurisdiction and Coroner	WA CEMP, CPG 101
ESF 9 – Search and Rescue	Consider addressing Search and Rescue capabilities for your jurisdiction. Some points suggested are: • Capabilities for Structural, Urban, Wilderness, and Aeronautical efforts. • How to monitor distress communications; track and locate distressed personnel; coordinate and execute rescue operations, including extrication or evacuation. If these capabilities do not exist in your jurisdiction, consider noting neighboring jurisdiction through MOA/MOU or other formal request process that can assist.	National Response Framework, WA CEMP, CPG 101
ESF 10 – Oil and Hazardous Materials	While a separate review is conducted for ESF 10/LEPC Plans by EMD's LEPC Planning Team, there are a few elements that are addressed in FEMA guidance. Consider discussing the following: • Methods to detect and assess the extent of contamination; • Description of the methods to stabilize a release; • Environmental cleanup • Waste disposal methods/processes; • Implementing storage options; • Implementing treatment options. Even if your jurisdiction does not participate in the process (i.e. Department of Ecology	National Mitigation Framework, National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101

TIER II – *State Suggestions*		
CEMP Location*	**Recommendation to Meet Legal Obligations**	**Reference**
	takes care of waste), ESF 10 should briefly describe/highlight who is participating in these activities and if any coordination is involved. Consider referencing King County LEPC/ESF10 plan if you do not have your own LEPC and participate as a member.	
ESF 11 – Nutritional Needs	Consider discussing what processes or procedures are in place to help the jurisdiction in determining the nutritional needs of the population when feeding operations are being conducted (e.g. baby food, religious diets, food allergies, calorie needs, etc.). To understand this function in a different light, consider how you might run a food bank-like operation.	National Response Framework, National Disaster Recovery Framework, WA CEMP, CPG 101
ESF 11 – Animal and Plant Diseases	Discuss how the jurisdiction will respond in the event of animal and plant disease. Additionally, consider the potential economic impact of devastating animal/zoonotic/plant diseases.	WA CEMP, CPG 101
ESF 12 -Managing extended outages	Consider discussing how to manage and endure those extended energy outages.	The National Planning Framework, WA CEMP, CPG 101
ESF 13 - Evacuations	Discuss any planning efforts to facilitate evacuations. This discussion could touch on methods, processes, or link back to existing plans, if not discussed under Firefighting Annex.	WA CEMP
ESF 15 – Notices	The topics covered within ESF 15 encompass aspects of nearly all of the activities of other ESFs and is a difficult Support Annex to develop. Considering this, your ESF 15 Annex demonstrates a high-level of development and forward thinking. There are only a few considerations which can be addressed. Discuss how information pertaining to the potential impacts of secondary hazards is relayed to the public. Discuss mechanisms which will be in place for the family	National Response Framework, National Disaster Recovery Framework, WA CEMP

TIER II – *State Suggestions*		
CEMP Location*	**Recommendation to Meet Legal Obligations**	**Reference**
	reunification process. Discuss the notifications provided for emergency transportation information. Lastly, discuss the possibility of providing announcements for upcoming community meetings (i.e. involving state officials, local authorities, damage assessments, etc.).	

TIER I – **Optional**		
CEMP Location	**Recommendation to Meet Legal Obligations**	**Reference**
General	The biggest concern with accreditation entities and requirements is detailed explanations of process and procedures. It is often not enough to simply address that you perform an activity, but rather explain each step of the process involved to accomplish such activities.	EMAP
Basic Plan	Develop and/or reference a multi-year strategic plan complete with goals, objectives, milestones, and implementation methods.	EMAP 3.1.1
Basic Plan – Concept of Operations	Discuss some basic NIMS concepts (i.e. modular, unified command process, span of control, etc.)	EMAP 4.5.1
Basic Plan - Communications	There are a lot of elements to try and provide methods and processes regarding crisis communication, public information, and education.	EMAP 4.11.1 - 4.11.4
Basic Plan - Development and Maintenance	A training and exercise program contains numerous components. Accreditation is primarily concerned with the methods used to train, exercise, and track all this data.	EMAP 4.9 - 4.10

City of Tukwila

Thomas McLeod, Mayor

INFORMATIONAL MEMORANDUM

TO: **Community Services and Safety Committee**

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

BY: **Phi Huynh, Executive Administrator**

CC: **Thomas McLeod**

DATE: **August 28, 2025**

SUBJECT: **Amendment to Valley Narcotics Enforcement Team (VNET) Interlocal Agreement #09-138**

ISSUE

The Council is being asked to consider and approve an amendment to the VNET Interlocal Agreement #09-138, which was originally approved by Council on 08/17/2009 with one addendum approved by Council on 02/22/2011.

BACKGROUND

The multi-jurisdictional VNET has been in existence for many years. The members of which are Auburn, Federal Way, Kent, Renton and Tukwila. The team works with Drug Enforcement Administration (DEA) on mid to high level narcotic investigations. The team concept has resulted in more effective pooling of personnel, improved utilization of funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased capacity to investigate and enforce narcotic crimes. The team is currently functioning under interlocal agreement number 09-138.

DISCUSSION

The purpose of the amendment is to remove Port of Seattle and City of Seattle from the VNET agreement, as they have previously withdrawn from participation in VNET, as well as other housekeeping revisions as shown in the attached proposed amendment. The amendment has been reviewed and approved by Legal. All other cities participating in VNET have approved the amendment as well.

FINANCIAL IMPACT

No financial impact

RECOMMENDATION

The Council is being asked to approve the amendment at the September 15, 2025 Regular Meeting via the Consent Agenda.

ATTACHMENTS

Addendum to VNET Interlocal Agreement

FIRST AMENDMENT TO THE
INTERLOCAL COOPERATIVE AGREEMENT FOR THE
VALLEY NARCOTICS ENFORCEMENT TEAM

THIS FIRST AMENDMENT ("First Amendment") TO THE INTERLOCAL COOPERATIVE AGREEMENT FOR THE VALLEY NARCOTICS ENFORCEMENT TEAM ("Agreement") is made between the Cities of Auburn, Federal Way, Kent, Renton, and Tukwila.

I. RECITALS

1.1 On February 17, 2017, the parties to the original Agreement formed a multi-jurisdictional team known as the Valley Narcotics Enforcement Team ("VNET"). That Agreement contemplated the future admission or elimination of other jurisdictions as members of VNET, as well as the future alteration of existing Agreement terms *(See, Section IV of the Agreement)*. To allow for efficient operation of VNET, the Agreement authorized those changes to be made without prior approval of the legislative bodies of the jurisdictions participating in VNET on the condition that such changes would be effective only through a unanimous vote of VNET's Executive Board *(See, Section XXI of the Agreement)*.

1.2 In accordance with Section VII of the Agreement, the Port of Seattle and the City of Seattle have previously withdrawn from participation in VNET, effective December 2016 and September 2023, respectively.

1.3 Additionally, the parties to VNET would like to clarify that the authority delegated to the Fiscal Agent under Section XII of the Agreement, includes the authority to contract as may be necessary for VNET operations, including the authority to execute any lease agreement to secure office space, to accept any grant, or to purchase any equipment, that may be required in support of VNET operations.

1.4 Finally, the parties wish to clarify the jurisdictional authority that exists for VNET operations under the Mutual Aid Act, Ch. 10.93 RCW, and to ratify and affirm any and all acts consistent with the authority of the Agreement and prior to the effective date of this First Amendment.

II. AMENDMENT

NOW THEREFORE, in consideration of the mutual intent, desire, and promises of the parties and other good and valuable consideration, the Agreement is amended as follows:

2.1 *Section I – Parties.* Section I of the Agreement, entitled "Parties", is amended as follows:

> **I. PARTIES**
>
> The parties to this Agreement are the cities of Auburn, Federal Way, Kent, Renton, ~~Seattle,~~ and Tukwila.~~, and the Port of Seattle~~.
>
> The Valley Narcotics Enforcement Team is assigned to the Drug Enforcement Administration ("DEA") Task Force.

/ /

/ /

2.2 *Section II – Authority.* Section II of the Agreement, entitled "Authority", is amended as follows:

II. AUTHORITY

This Agreement is entered into pursuant to Chapters 10.93 and 39.34~~, and 53.08~~ of the Revised Code of Washington. Through this Agreement, each member jurisdiction provides to every other member jurisdiction the permission required under the Washington Mutual Aid Peace Officers Powers Act, Ch. 10.93 RCW, for each member jurisdiction's general authority peace officers to enforce the criminal laws of this state within the primary territorial jurisdiction applicable to any particular VNET operation. Any reporting that may be required under RCW 10.93.030, as currently enacted or later amended, is self-executing as all VNET operations are a cooperative effort that would necessarily include the police agency that has primary territorial jurisdiction.

2.3 *Section IV – Formation.* Section IV of the Agreement, entitled "Formation", is amended as follows:

IV. FORMATION

There is hereby established a multi-jurisdictional team to be hereafter known as the Valley Narcotics Enforcement Team ("VNET"), the members of which shall be the cities of Auburn, Federal Way, Kent, Renton, ~~Seattle,~~ and Tukwila.~~, and the Port of Seattle~~. The future admission or elimination of a jurisdiction as a member of VNET may be accomplished by an addendum to this Agreement.

2.4 *Section XII – Financial Requirements.* Section XII of the Agreement, entitled "Financial Requirements", is amended as follows:

XII. FINANCIAL REQUIREMENTS AND CONTRACTING AUTHORITY

VNET utilizes a Fiscal Agent for all account transactions and accounting. One of the participating jurisdictions will provide the services of the Fiscal Agent as approved by the Board.

The VNET operating budget relies primarily on three funding sources: State and Federal Grants, VNET assets forfeited at the state and federal levels, and funds provided by the participating jurisdictions.

Federal Grant funds are administered by the state and follow the state budget cycle of July 1 through June 30 of the following year. VNET shall request monthly reimbursements of expenses until the awarded amount is exhausted. Once the Federal Grant has been exhausted, forfeited assets will be used to pay expenses for the remainder of the budget cycle.

The Fiscal Agent is further authorized to enter into any contracts required to support VNET operations, subject to the Executive Board's approval of the terms and conditions of those contracts, including grant agreements, lease agreements for office space, or purchase agreements that may be required in accordance with Section XI.

VNET shall prepare a budget each year that estimates the grant funds available, and each participating jurisdiction shall provide VNET with the annual cost to assign an officer and other approved personnel to the unit. A jurisdiction's annual contribution is then divided by 12 and credited towards the monthly salary and benefits of the jurisdiction's participating personnel. All other expenses are paid for by VNET utilizing either Grant funds or forfeited assets. The Board shall agree upon a date each year by which time it will notify the participating jurisdictions of each jurisdictions' expected contribution.

The Fiscal Agent shall perform those reporting obligations on behalf of VNET members as it relates to VNET operations, as required by applicable law.

~~The DEA contribution to VNET includes providing office space, storage space, parking, and phone service at no cost to VNET jurisdictions.~~

2.5 *Section XV – Liability, Hold Harmless, and Indemnification*. Section XV of the Agreement, entitled "Liability, Hold Harmless, and Indemnification", is amended as follows:

XV. LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION

It is the intent of the participating jurisdictions to provide services of VNET without the threat of being subject to liability to one another, and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with VNET actions that are brought against the jurisdictions. To this end, and to the extent allowed by applicable law, the participating jurisdictions agree to equally share responsibility and liability for the acts and omissions of their participating personnel when acting in furtherance of this Agreement. Except as otherwise provided in this Agreement, ~~I~~in the event that an action is brought against any of the participating jurisdictions, each jurisdiction shall be responsible for an equal share of any award for or settlement of claims of damages, fines, fees, or costs, regardless of which jurisdiction or employee the action is taken against or which jurisdiction or employee is ultimately responsible for the conduct. The jurisdictions shall share equally regardless of the number of jurisdictions named in the lawsuit or claim or the number of officers from each jurisdiction named in the lawsuit or claim. This section shall be

subject to the conditions and limitations set forth in subsections A through G below.

A. Jurisdiction Not Involved in VNET Response. In the event a jurisdiction or its personnel were not involved in the actions, coordination, command, or any other aspect of a VNET response to the incident that gives rise to a claim or lawsuit, and judgment on the claim or lawsuit does not, in any manner, implicate the acts of a particular jurisdiction or its personnel, such jurisdiction shall not be required to share responsibility for the payment of the judgment or award. For purposes of this section, a member agency is deemed to have been involved in a VNET response when any employee from that member agency arrives at a VNET scene.

B. Intentionally Wrongful Conduct Beyond the Scope of Employment. Nothing herein shall require, or be interpreted to require indemnification or sharing in the payment of any judgment against any VNET personnel for intentionally wrongful conduct that is outside of the scope of employment of any individual, for wrongfully violating VNET directives, or for any judgment of punitive damages against any individual or jurisdiction. Payment of any award for punitive damages shall be the sole responsibility of the jurisdiction that employs the person against whom such award is rendered.

C. Collective Representation and Defense. The jurisdictions may retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action. Those jurisdictions retaining joint counsel shall share equally the costs of such representation or defense. In the event a jurisdiction does not agree to joint representation, the jurisdiction shall be solely responsible for all attorney fees accrued by its individual representation or defense. Each jurisdiction and its respective defense counsel shall make a good faith attempt to cooperate with other participating jurisdictions by, including but not limited to, providing all documentation requested, and making VNET members available for depositions, discovery, settlement conferences, strategy meetings, and trial.

D. Removal From Lawsuit. In the event a jurisdiction or employee is successful in withdrawing or removing the jurisdiction or employee from a lawsuit by summary judgment, qualified immunity, or otherwise, the jurisdiction shall nonetheless be required to pay its equal share of

any award for or settlement of the lawsuit; PROVIDED, however, that in the event a jurisdiction or employee is removed from the lawsuit and Subsection A of this section is satisfied, the jurisdiction shall not be required to pay any share of the award or settlement.

E. Settlement Process. It is the intent of this Agreement that the jurisdictions act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all parties agree with the settlement or, in the alternative, agree to proceed to trial. In the event a claim or lawsuit requires the sharing of liability, no individual jurisdiction shall be authorized to enter into a settlement agreement with a claimant or plaintiff unless all jurisdictions agree with the terms of the settlement. Any settlement made by an individual jurisdiction without the agreement of the remaining jurisdictions, when required, shall not relieve the settling jurisdiction from paying an equal share of any final settlement or award.

F. No Waiver of Title 51 RCW. This section shall not be interpreted to waive any defense arising out of Title 51 RCW.

G. Insurance. The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual jurisdiction from its obligations under this Agreement.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

In the event the Consultant refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Consultant's part, then the Consultant shall pay all the City's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Consultant's part.

The provisions of this section shall survive the expiration or termination of this Agreement.

2.6 *Section XIX – Notification of Claims and Lawsuits*. Section XIX of the Agreement, entitled "Notification of Claims and Lawsuits", is amended to remove the notice information for the Port of Seattle and the City of Seattle.

2.7 *Remaining Provisions.* Except as specifically amended by this First Amendment, all remaining provisions of the Agreement shall remain in full force and effect.

2.8 *Ratification*. All acts consistent with the authority of the Agreement and prior to the effective date of this First Amendment are hereby ratified and affirmed, and the terms of the Agreement and this First Amendment shall be deemed to have applied.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

City of Auburn _____ Print Name:_____ Its: Mayor Date:_____	**City of Auburn** _____ Print Name:_____ Its: City Clerk Date:_____
City of Auburn _____ Print Name:_____ Its: City Attorney Date:_____	

City of Kent _____ Print Name:_____ Its: Mayor Date:_____	**City of Kent** _____ Print Name:_____ Its: City Clerk Date:_____
City of Kent _____ Print Name:_____ Its: City Attorney Date:_____	

City of Federal Way _____ Print Name:_____ Its: City Manager Date:_____	**City of Federal Way** _____ Print Name:_____ Its: City Clerk Date:_____
City of Federal Way _____ Print Name:_____ Its: City Attorney Date:_____	

City of Renton _____ Print Name:_____ Its: Mayor Date:_____	**City of Renton** _____ Print Name:_____ Its: City Clerk Date:_____
City of Renton _____ Print Name:_____ Its: City Attorney Date:_____	

City of Tukwila _____ Print Name:_____ Its: Mayor Date:_____	**City of Tukwila** _____ Print Name:_____ Its: City Clerk Date:_____
City of Tukwila _____ Print Name:_____ Its: City Attorney Date:_____	

INFORMATIONAL MEMORANDUM

dTO: **Community Services & Safety Committee**

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

BY: **Jake Berry, Police Finance & Grants Analyst**

CC: **Thomas McLeod**

DATE: **September 8, 2025**

SUBJECT: **Mental Health Field Response Grant Acceptance**

ISSUE

The Police Department has been awarded the Mental Health Field Response (MHFR) Grant that will partially fund the Department's Co-Responder Program for two years. This grant has no matching component.

BACKGROUND

Tukwila Police Department's Mental Health Professional Co-Responder team has become a vital resource for the City. In the past year alone, the Program co-responded to 866 calls for service and served 478 community members in dire need of both immediate and longer-term assistance with a myriad of substance, behavioral, and/or lifestyle challenges. Due to budget constraints, the City was unable to provide a General Fund allocation for the program in the 2025/26 budget and instead relied on the Police Department to seek other funding sources.

DISCUSSION

The Police Department applied for the MHFR grant via the Washington Association of Sheriffs and Police Chiefs and was subsequently awarded funding to be applied towards the contracted fee the Department pays to Sound Mental Health each month for the Program's two Co-Responders. Due to the amount of funding awarded, the Police Department is requesting the Committee's and Council's permission for the Mayor to formally accept the grant award.

FINANCIAL IMPACT

Funding for 7/1/25 – 6/30/26: $137,700
Funding for 7/1/26 – 6/30/27: $130,050
Total Grant Funding: $267,750

Total estimated contractual cost of program for this two-year period: $408,000
The portion of the Co-Responder Program not covered by the MHFR grant will be paid using Opioid Relief Settlement Funds.

RECOMMENDATION

The Committee is being asked to forward this matter to the September 15, 2025 Regular Meeting and for consideration for inclusion into that meeting's Consent Agenda with the goal of authorizing the Mayor to sign this no-match grant agreement.

ATTACHMENTS

WASPC Mental Health Field Response Grant Agreement (as reviewed by City Attorney)

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Washington Association of SHERIFFS & POLICE CHIEFS

Grant Award Agreement for
Mental Health Field Response

WASPC Grant Award Number
MHFR-25-012

This Grant Award Agreement is made by and between the **Washington Association of Sheriffs and Police Chiefs** (WASPC) and **Tukwila Police Department** (Grantee).

Grantee Name:
Tukwila Police Department

Grantee Doing Business as (DBA):
NA

Tax Identification Number:
91-6001519

Unique Entity Identification Number:
UEQNMC26C8T3

Grantee Mailing Address:
15005 Tukwila Int'l Blvd

City: Tukwila **State:** WA **Zip Code:** 98188

Grantee Primary Contact Name and Title:
Jake Berry, Finance Manager & Data Analyst

Primary Contact Phone:
206-510-6061

Primary Contact Email:
j.berry@tukwilawa.gov

WASPC Primary Contact Name and Title:
Cheyenne Sanders

WASPC Contact Phone:
360-486-2389

WASPC Contact Email:
csanders@waspc.org

WASPC Mailing Address:
3060 Willamette Drive NE, Suite 200

City: Lacey **State:** WA **Zip Code:** 98516

Grant Program:
Mental Health Field Response

Authority for Award:
RCW 36.28A.440

Grant Start Date:
July 1, 2025

Grant End Date:
June 30, 2027

Total Award Amount: $267,750.00

Is the grantee a sub-recipient under this agreement?
☒ YES ☐ NO

Funding Source(s):
☐ State Non-Trueblood Phase I, II, and III
☒ State Trueblood Phase I, II, and III ($267,750.00)
☐ HCA Trueblood Expansion Grant

Purpose of Award:
To provide services to communities in Washington State as set forth in RCW 36.28A.440. and the grantee's grant application

Service Area:
City of Tukwila.

Grantee Signature	Printed Name	Title	Date Signed
WASPC Signature	**Printed Name**	**Title**	**Date Signed**
DocuSigned by: Jamie Weimer 0429DD062C5E4A6...	Jamie Weimer	Chief of Staff	8/13/2025

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

CONTENTS

RECITALS 4
1 STATEMENT OF WORK (SOW) 4
2 DEFINITIONS 4
3 SPECIAL TERMS AND CONDITIONS 6
3.1 PERFORMANCE EXPECTATIONS 6
3.2 TERM 6
3.3 DATA COLLECTION 6
3.4 COMPENSATION 7
3.5 INVOICE AND PAYMENT 7
3.6 GRANTEE AND WASPC GRANT MANAGERS 8
3.7 LEGAL NOTICES 8
3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE 9
3.9 INSURANCE 9
4 GENERAL TERMS AND CONDITIONS 10
4.1 ACCESS TO DATA 10
4.2 ADVANCE PAYMENT PROHIBITED 10
4.3 AMENDMENTS 10
4.4 ASSIGNMENT 10
4.5 ATTORNEYS' FEES 11
4.6 AUDIT 11
4.7 CHANGE IN STATUS 11
4.8 CONFIDENTIAL INFORMATION PROTECTION 11
4.9 GRANTEE'S PROPRIETARY INFORMATION 12
4.10 CONFORMANCE WITH 2 CFR § 200 AND RELEVANT STATE AND LOCAL LAWS 12
4.11 COVENANT AGAINST CONTINGENT FEES 12
4.12 DEBARMENT 12
4.13 DISPUTES 12
4.14 ENTIRE AGREEMENT 13
4.15 FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA) 13
4.16 FORCE MAJEURE 14
4.17 FUNDING WITHDRAWN, REDUCED OR LIMITED 14
4.18 GOVERNING LAW 14
4.19 HUMAN SUBJECTS PROTECTION 14
4.20 WASPC NETWORK SECURITY 15
4.21 INDEMNIFICATION 15
4.22 INDEPENDENT CAPACITY OF THE GRANTEE 15

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

4.23 INDUSTRIAL INSURANCE COVERAGE 15
4.24 LEGAL AND REGULATORY COMPLIANCE 15
4.25 LIMITATION OF AUTHORITY 16
4.26 NO THIRD-PARTY BENEFICIARIES 16
4.27 NONDISCRIMINATION 16
4.28 NON-SUPPLANTING CERTIFICATION 16
4.29 OVERPAYMENTS TO Grantee 16
4.30 PAY EQUITY 16
4.31 PUBLICITY 17
4.32 RECORDS AND DOCUMENTS REVIEW 17
4.33 REMEDIES NON-EXCLUSIVE 17
4.34 RIGHT OF INSPECTION 18
4.35 RIGHTS IN DATA/OWNERSHIP 18
4.36 RIGHTS OF STATE AND FEDERAL GOVERNMENTS 18
4.37 SERVICES TO PERSONS WITH LIMITED ENGLISH PROFICIENCY 19
4.38 SEVERABILITY 19
4.39 SITE SECURITY 19
4.40 SUBGRANTING 19
4.41 SURVIVAL 20
4.42 CORRECTIVE ACTION PLAN/SUSPENSION/TERMINATION 20
4.43 TERMINATION PROCEDURES 21
4.44 WAIVER 22
4.45 WARRANTIES 22
SCHEDULE A: STATEMENT OF WORK 23
SCHEDULE B: APPROVED BUDGET 26
EXHIBITS 29

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

GRANT AWARD

RECITALS

House Bill 2982, Chapter 142, Laws of 2018, went into effect on June 7, 2018. The purpose of the grant program is to assist local law enforcement agencies to establish and expand mental health field response capabilities, utilizing mental health professionals to professionally, humanely, and safely respond to crises involving persons with behavioral health issues with treatment, diversion, and reduced incarceration time as primary goals. WASPC has determined that entering into an Agreement with the Tukwila Police Department will meet WASPC's needs.

NOW THEREFORE, WASPC awards to the Tukwila Police Department this Grant Award Agreement, the terms and conditions of which will govern Grantee's providing to WASPC the services and data from Grantee's Mental Health Field Response program.

IN CONSIDERATION of the mutual promises as set forth in this Grant Award Agreement, the parties agree as follows:

1 STATEMENT OF WORK (SOW)

The Grantee will provide the services and staff as described in Schedule A: Statement of Work.

2 DEFINITIONS

"**Agreement**" or "**Award**" means the same as "Grant" or "Grant Agreement" or "Grant Award Agreement."

"**Authorized Representative**" means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

"**Breach**" means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

"**business daysand Hours**" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

"**CFR**" means the Code of Federal Regulations. All references in this Agreement to CFR chapters or sections include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.ecfr.gov.

"**Community Agency**" means an organization that works with and supports people working through behavioral health challenges but does not directly provide treatment. The organization can be a nonprofit or government/public agency as defined in the application.

"**Confidential Information**" means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, (see also Protected Health Information); finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, software source code or object code, or WASPC or State security information.

"**Contract**" where used, shall have the same meaning as "grant" "grant agreement" and "grant award agreement".

"**Contractor**" where used shall mean the same as "Grantee."

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

"**Data**" means information produced, furnished, acquired, or used by Grantee in meeting requirements under this Agreement.

"**Effective** Date" means the first date this Agreement is in full force and effect.

"**Government/Public Agency**" means an educational service district, school district, law enforcement agency, therapeutic court or probation office, public health district, a recognized American Indian organization, an Urban Indian Health Organization, or a Tribe.

"**Grant**" or "**Grant Agreement**" or "**Grant Award Agreement**" means this grant document and all schedules, exhibits, attachments, incorporated documents and amendments.

"**Grantee**" means the Tukwila Police Department, its employees, officers, and agents. Grantee includes any firm, provider, organization, individual or other entity performing services under this Grant Award Agreement. It also includes any Subgrantee retained by Grantee as permitted under the terms of this Agreement.

"**WASPC Grant Manager**" means the individual identified on the cover page of this Agreement who will provide oversight of the Grantee's activities conducted under this Agreement.

"**Overpayment**" means any payment or benefit to the Grantee in excess of that to which the Grantee is entitled by law, rule, or this Award, including amounts in dispute.

"**Proprietary Information**" means information owned by Grantee to which Grantee claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

"**Protected Health Information**" or "**PHI**" means individually identifiable information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual, as defined in 45 CFR § 160.103. Individually identifiable information is information that identifies the individual or about which there is a reasonable basis to believe it can be used to identify the individual, and includes demographic information. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR § 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC § 1232g(a)(4)(b)(iv).

"**RCW**" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: http://apps.leg.wa.gov/rcw/.

"**Statement of Work**" or "**SOW**" means a detailed description of the work activities the Grantee is required to perform under the terms and conditions of this Agreement, including the deliverables and timeline, and is Schedule A hereto.

"**Subgrantee**" means a person or entity that is not in the employment of the Grantee, who is performing all or part of the business activities under this Agreement under a separate Agreement with Grantee. The term "Subgrantee" means Subgrantee(s) of any tier.

"**Subrecipient**" shall have the meaning given in 45 CFR § 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 CFR § 200.93, or any successor or replacement to such definition, for any other federal award.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

"**USC**" means the United States Code. All references in this Agreement to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at http://uscode.house.gov/.

"**WAC**" means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: http://app.leg.wa.gov/wac/.

3 SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

Expected performance under this Agreement includes, but is not limited to, the following:

3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of the Agreement;

3.1.2 Use of professional judgment;

3.1.3 Collaboration with WASPC staff in Grantee's conduct of the services;

3.1.4 Conformance with WASPC directions regarding the delivery of the services;

3.1.5 Timely, accurate and informed communications;

3.1.6 Regular completion and updating of project plans, reports, documentation and communications;

3.1.7 Regular, punctual attendance at all meetings;

3.1.8 Provision of high-quality services, and

3.1.9 Prior to payment of invoices, WASPC will review and evaluate the performance of Grantee in accordance with Agreement and these performance expectations and may withhold payment if expectations are not met or Grantee's performance is unsatisfactory as defined and evaluated by WASPC.

3.2 TERM

3.2.1 The initial term of the Award shall be July 1, 2025 and continue through June 30, 2027, unless terminated sooner as provided herein.

3.2.2 Work performed without an award or amendment signed by the Authorized Representatives of both parties will be at the sole risk of the Grantee. WASPC will not pay any costs incurred before the effective date listed on the face sheet attached to this agreement.

3.2.3 A completed Agreement is expected within 30 days following the letter of intent to award. In the event an Agreement is not signed (through no fault of WASPC) by the Grantee within 30 days, WASPC may elect to cease negotiations, and withdraw the award.

3.3 DATA COLLECTION

3.3.1 The Grantee shall utilize the data collection tool selected by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the JULOTA Reach Software. The Grantee must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Collection Tool to be fully operational at the time services begin at the site(s). The Grantee, if they have not already done so, shall execute the JULOTA "SaaS Use Agreement", which will be separately executed between the Grantee and JULOTA within 30 days of the execution of this Agreement.

3.4 COMPENSATION

3.4.1 The Maximum Compensation payable to Grantee is $267,750.00. As this is a multi-year award it is subject to the following restrictions:

- The maximum amount payable to the Grantee for services rendered in year one (July 1, 2025-June 30, 2026) is $137,700.00. Funds that are not utilized from year one WILL NOT carry over to year two and are no longer able to be claimed by the Grantee under any circumstances.

- 3.4.1.2 The maximum amount payable to the Grantee for services rendered in year one (July 1, 2026-June 30, 2027) is $130,050.00. Funds that are not utilized from year two WILL NOT carry over to any other period and are no longer able to be claimed by the Grantee under any circumstances.

3.4.2 Grantee's compensation for services rendered will be based in accordance with Schedule A: Statement of Work.

3.5 INVOICE AND PAYMENT

3.5.1 Grantee must submit accurate invoices to WASPC utilizing the online billing tool made available to Grantee by WASPC. Invoices are due monthly and should be submitted no later than thirty (30) calendar days following the period for which services are billed. WASPC reserves the right to deny payment for invoices that are submitted forty-Five (45) calendar days beyond the period for which services were provided. An exception to this requirement may be found in 3.5.5.

3.5.2 Invoices must describe and document to WASPC's satisfaction a description of the work performed, the progress of the project, fees, and a statement that includes the following language: "We certify pursuant to 2 CFR § 200.201(1)(iii)(3) that the activities described in this invoice and associated report(s) have been completed,". If expenses are invoiced, invoices must provide a detailed breakdown of each type. All invoices will be reviewed and must be approved by WASPC prior to payment.

3.5.3 Grantee must submit properly itemized invoices to include the following information, as applicable:

- WASPC Award number "MHFR-25-012"
- Grantee name, address, phone number
- Description of Services
- Date(s) of delivery
- Net invoice price for each item
- Applicable taxes
- Total invoice cost

3.5.4 WASPC will return incorrect or incomplete invoices to the Grantee for correction and reissue. The Award Number must appear on all invoices, bills of lading, packages, and correspondence

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

relating to this Agreement.

3.5.5 Invoices for services rendered under this Agreement from July 1, 2025 to June 30, 2026 MUST be submitted by the Grantee to WASPC by July 14, 2026. WASPC is under no obligation to pay any claims for the period mentioned above that are submitted on or after July 15, 2026 ("Belated Claims"). WASPC will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.5.6 Invoices for services rendered under this Agreement from July 1, 2026 to June 30, 2027 MUST be submitted by the Grantee to WASPC by July 14, 2027. WASPC is under no obligation to pay any claims for the period mentioned above that are submitted on or after July 15, 2027 ("Belated Claims"). WASPC will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.6 GRANTEE AND WASPC GRANT MANAGERS

3.6.1 Grantee's Grant Manager will have prime responsibility and final authority for the services provided under this Agreement and be the principal point of contact for the WASPC Grant Manager for all business matters, performance matters, and administrative activities.

3.6.2 WASPC's Grant Manager is responsible for monitoring the Grantee's performance and will be the contact person for all communications regarding Agreement performance and deliverables. The WASPC Grant Manager has the authority to accept or reject the services provided and must approve Grantee's invoices prior to payment.

3.6.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

Grantee: Grant Manager Information		WASPC: Grant Manager Information	
Name:	Jake Berry	Name:	Cheyenne Sanders
Address:	15005 Tukwila Int'l Blvd Tukwila, WA 98188	Address:	3060 Willamette Dr NE, STE 200 Lacey, WA 98516
Phone:	(206) 510-6061	Phone:	(360) 486-2389
Email:	j.berry@tukwila.gov	Email:	csanders@waspc.org

3.7 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

3.7.1 In the case of notice to the Grantee:
Jake Berry
Tukwila Police Department
15005 Tukwila Int'l Blvd
Tukwila, WA 98188

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

3.7.2 In the case of notice to WASPC:
Attention: Chief of Staff
Washington Association of Sheriffs and Police Chiefs
3060 Willamette Drive NE, STE 200
Lacey, WA 98516

3.7.3 Notices are effective upon receipt or four (4) business days after mailing, whichever is earlier.

3.7.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Agreement. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

3.8.1 Applicable Federal and State of Washington statutes and regulations;

3.8.2 Recitals

3.8.3 Special Terms and Conditions;

3.8.4 General Terms and Conditions;

3.8.5 Schedule A: Statement of Work;

3.8.6 Schedule B: Approved Budget;

3.8.7 Exhibit A: 2025-2027 Grant Application Packet;

3.8.8 Exhibit B: Final Budget Submission; and

3.8.9 Any other provision, term, exhibit or material incorporated herein by reference or otherwise incorporated.

3.9 INSURANCE

The Grantee must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the WASPC should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Grantee or Sub-grantee, Subgrantee, or agents of either, while performing under the terms of this Agreement. The Grantee must provide insurance coverage that is maintained in full force and effect during the term of this Award, as follows:

3.9.1 Commercial General Liability Insurance Policy—Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than $1 million per occurrence/$2 million general aggregate. Additionally, the Grantee is responsible for ensuring that any Sub-grantees and Subgrantees provide adequate insurance coverage for the activities arising out of subgrants and subcontracts.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

3.9.2 Business Automobile Liability—In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned, hired, or non-owned by the Grantee, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3.9.3 Professional Liability Errors and Omissions–Provide a policy with coverage of not less than $1 million per claim/$2 million general aggregate.

3.9.4 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name WASPC, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Agreement, the Grantee must provide written notice of such to WASPC within one (1) Business Day of Grantee's receipt of such notice. Failure to buy and maintain the required insurance may, at WASPC's sole option, result in this Agreement's termination.

3.9.5 The Grantee shall submit to WASPC a certificate of insurance that outlines the coverage and limits defined in the Insurance section before any work is performed and will not receive any payment or reimbursement until such certificate of insurance is provided to WASPC. Grantee must submit renewal certificates as appropriate during the term of the Award Agreement.

3.9.6 If the Grantee certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above, Grantee will provide certificates of insurance to that effect to WASPC upon request.

4 GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2), RCW 36.28A.440 and federal rules, the Grantee must provide access to any data generated under this Agreement to WASPC, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and methodology for those models.

4.2 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by the Grantee pursuant to this Agreement.

4.3 AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4.4 ASSIGNMENT

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

4.4.1 The Grantee may not assign or transfer all or any portion of this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.39, Subcontracting/Subgranting, without the prior written consent of WASPC, which may be withheld at WASPC's sole discretion. Any permitted assignment will not operate to relieve the Grantee of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to WASPC that may arise from any breach of the provisions of this Agreement or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.4.1 of the Agreement will be null and void.

4.4.2 WASPC may assign this Agreement to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to the Grantee.

4.4.3 This Agreement will inure to the benefit of and be binding on the parties hereto and their permitted successors and assignees.

4.5 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Agreement, each party agrees to bear its own attorneys' fees and costs.

4.6 AUDIT

If Grantee is required by OMB Super Circular 2 CFR § 200.501 and 45 CFR § 75.501 to have an audit of their financial statements, the Grantee must submit the results of that audit to WASPC no later than 90 (ninety) calendar days after those results are delivered to the Grantee by their auditor.

4.7 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, the Grantee will notify WASPC of the change. The Grantee must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

4.8 CONFIDENTIAL INFORMATION PROTECTION

4.8.1 The Grantee acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of Confidential Information. The Grantee agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Subgrantees or Subgrantees requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without WASPC's express written consent or as provided by law. The Grantee agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

4.8.2 The Grantee agrees to comply with all confidentiality requirements of 42 USC section 37899 and 20 CFR § 22 that are applicable to collection, use and revelation of data or information. The Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with the requirements of 28 CFR § 22 and, in particular, section 22.23.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

4.8.3 WASPC reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Grantee through this Agreement. Violation of this section by the Grantee or its Subgrantees or Subgrantees may result in termination of this Agreement and demand for return of all Confidential Information, monetary damages, or penalties.

4.8.4 The obligations set forth in this section will survive completion, cancellation, expiration, suspension, or termination of this Agreement.

4.9 GRANTEE'S PROPRIETARY INFORMATION

Grantee acknowledges that WASPC complies with chapter 42.56 RCW, the Public Records Act relating to public projects, and that this Agreement may be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Grantee to be Proprietary Information must be clearly identified as such by Grantee. To the extent consistent with chapter 42.56 RCW, WASPC will maintain the confidentiality of the Grantee's information in its possession that is marked Proprietary. If a public disclosure request is made to view the Grantee's Proprietary Information, WASPC will notify the Grantee of the request and of the date that such records will be released to the requester unless the Grantee obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Grantee fails to obtain the court order enjoining disclosure, WASPC will release the requested information on the date specified.

4.10 CONFORMANCE WITH 2 CFR § 200 AND RELEVANT STATE AND LOCAL LAWS

4.10.1 Grantee is required to maintain compliance with 2 CFR § 200, its appendices, subparts, and state and local law.

4.10.2 Grantee is required to maintain compliance with 45 CFR § 96.135—Restrictions on expenditures of grant.

4.11 COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Grantee for the purpose of securing business. WASPC will have the right, in the event of breach of this clause by the Grantee, to annul this Agreement without liability or, in its discretion, to deduct from the price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

4.12 DEBARMENT

By signing this Agreement, the Grantee certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). The Grantee agrees to include the above requirement in any and all subgrants and subcontracts into which it enters, and also agrees that it will not employ debarred individuals. The Grantee must immediately notify WASPC if, during the term of this Agreement, The Grantee becomes debarred. WASPC may immediately terminate this Agreement by providing the Grantee written notice, if the Grantee becomes debarred during the term hereof.

4.13 DISPUTES

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any dispute. When a genuine dispute arises between WASPC and the Grantee regarding the terms of this Agreement or the responsibilities imposed herein and it cannot be resolved between the parties' Grant Managers, either party may initiate the following dispute resolution process.

4.13.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) business days(email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the WASPC Director review the dispute. Any such request from the initiating party must be submitted in writing to the WASPC Director within five (5) business days after receiving the response of the responding party. The WASPC Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The WASPC Director will inform the parties in writing within five (5) business days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

4.13.2 A party's request for a dispute resolution must:

- Be in writing.
- Include a written description of the dispute.
- State the relative positions of the parties and the remedy sought.
- State the Agreement number and the names and contact information for the parties.
- This dispute resolution process constitutes the sole administrative remedy available under this Agreement. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

4.14 ENTIRE AGREEMENT

WASPC and the Grantee agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Agreement, except as provided in the section titled "*Warranties*".

4.15 FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)

4.15.1 This grant is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

4.15.2 To comply with the act and be eligible to enter into this Agreement, the Grantee must have a Unique Entity Identification Number (UEID). A UEID provides a method to verify data about your organization. If the Grantee does not already have one, a UEID is available free of charge by registering with www.sam.gov.

4.15.3 Information about the Grantee and this Grant will be made available on www.uscontractorregistration.com by WASPC as required by P.L. 109-282. WASPC's Attachment 3: Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

4.16 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

4.17 FUNDING WITHDRAWN, REDUCED OR LIMITED

If WASPC determines in its sole discretion that the funds it relied upon to establish this Agreement have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this Agreement but prior to the normal completion of this Agreement, then WASPC, at its sole discretion, may:

4.17.1 Terminate this Agreement pursuant to the section titled: Termination for Non-Allocation of Funds;

4.17.2 Renegotiate the Agreement under the revised funding conditions; or

4.17.3 Suspend Grantee's performance under the Agreement upon five (5) Business Days' advance written notice to the Grantee. WASPC will use this option only when WASPC determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Grantee's performance to be resumed prior to the normal completion date of this Agreement.

4.17.4 During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

4.17.5 When WASPC determines in its sole discretion that the funding insufficiency is resolved, it will give the Grantee written notice to resume performance. Upon the receipt of this notice, the Grantee will provide written notice to WASPC informing WASPC whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.

4.17.6 If the Grantee's proposed resumption date is not acceptable to WASPC and an acceptable date cannot be negotiated, WASPC may terminate this Agreement by giving written notice to the Grantee. The parties agree that the Agreement will be terminated retroactive to the date of the notice of suspension. WASPC will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.

4.18 GOVERNING LAW

This Agreement is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Pierce County, Washington.

4.19 HUMAN SUBJECTS PROTECTION

The Grantee agrees to comply with the requirements of 28 CFR § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, and subject informed consent.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

4.20 WASPC NETWORK SECURITY

The Grantee agrees not to attach any Grantee-supplied computers, peripherals or software to the WASPC Network without prior written authorization from WASPC's Chief Information Officer.

Unauthorized access to WASPC networks and systems is a violation of WASPC Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the Agreement and other penalties.

The Grantee will have access to the WASPC visitor Wi-Fi Internet connection while on site.

4.21 INDEMNIFICATION

The Grantee shall defend, indemnify, and save WASPC harmless from and against all claims, including reasonable attorneys' fees resulting from such claims arising from intentional or negligent acts or omissions of the Grantee, its officers, employees, or agents, subgrantees, or Subgrantees, their officers, employees, or agents, in the performance of this Agreement. This indemnification shall include, but not be limited to, any or all injuries to persons or damage to property, or breach of confidentiality and notification obligations under the section titled "Confidential Information Protection" and the section titled "Confidentiality Breach-Required Notification."

For purposes of the indemnification provisions above, and limited to this section only, the Grantee waives its protections under RCW Title 51 for employee claims. This limited waiver was specifically negotiated and bargained for.

4.22 INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that a Grantor to Grantee relationship will be created by this Agreement with WASPC being the Grantor. The Grantee and its employees or agents performing under this Agreement are not employees, officers, or agents of WASPC. The Grantee will not hold itself out as or claim to be an officer or employee of WASPC by reason hereof, nor will Grantee make any claim of right, privilege or benefit that would accrue to such employee, officer, or agent under law. Conduct and control of the work will be solely with Grantee.

4.23 INDUSTRIAL INSURANCE COVERAGE

Prior to performing work under this Agreement, the Grantee must provide or purchase industrial insurance coverage for the Grantee's employees, as may be required of an "employer" as defined in Title 51 RCW, and must maintain full compliance with Title 51 RCW during the course of this Agreement.

4.24 LEGAL AND REGULATORY COMPLIANCE

4.24.1 During the term of this Agreement, the Grantee must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Agreement and all other applicable federal, state and local laws, rules, and regulations.

4.24.2 While on WASPC's premises, the Grantee must comply with WASPC operations and process standards and policies (e.g., ethics, Internet/email usage, data, network and building security, harassment, as applicable).

4.24.3 Failure to comply with any provisions of this section may result in the termination of this Agreement.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

4.25 LIMITATION OF AUTHORITY

Only the WASPC Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the WASPC Authorized Representative.

4.26 NO THIRD-PARTY BENEFICIARIES

WASPC and the Grantee are the only parties to this Agreement. Nothing in this Agreement gives or is intended to give any benefit of this Agreement to any third parties.

4.27 NONDISCRIMINATION

During the performance of this Agreement, the Grantee must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 CFR Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Grantee's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Grantee may be declared ineligible for further contracts with WASPC.

4.28 NON-SUPPLANTING CERTIFICATION

No Grant funds will be used to supplant existing state, local, or other non-federal funding already in place to support current services. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

4.29 OVERPAYMENTS TO GRANTEE

In the event that overpayments or erroneous payments have been made to the Grantee under this Agreement, WASPC will provide written notice to the Grantee and the Grantee will refund the full amount to WASPC within thirty (30) calendar days of the notice. If Grantee fails to make timely refund, WASPC may charge Grantee one percent (1%) per month on the amount due, until paid in full. If the Grantee disagrees with WASPC's actions under this section, then it may invoke the dispute resolution provisions of Section 4.13 Disputes.

4.30 PAY EQUITY

4.30.1 Grantee represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this agreement, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Grantee, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

4.30.2 Grantee may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

difference in compensation levels.

4.30.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, which is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.

4.30.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.

4.30.5 Notwithstanding any provision to the contrary, upon breach of warranty and Grantee's failure to provide satisfactory evidence of compliance within thirty (30) Days of WASPC's request for such evidence, WASPC may suspend or terminate this Agreement.

4.31 PUBLICITY

4.31.1 The award of this Grant to Grantee is not in any way an endorsement of Grantee or Grantee's Services by WASPC and must not be so construed by Grantee in any advertising or other publicity materials.

4.31.2 Grantee agrees to submit to WASPC, all advertising, sales promotion, and other publicity materials relating to this Agreement or any Service furnished by Grantee in which WASPC's name is mentioned, language is used, or Internet links are provided from which the connection of WASPC's name with Grantee's Services may, in WASPC's judgment, be inferred or implied. Grantee further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of WASPC prior to such use.

4.32 RECORDS AND DOCUMENTS REVIEW

4.32.1 The Grantee must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Agreement and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. At no additional cost, these records, including materials generated under this Agreement, are subject at all reasonable times to inspection, review, or audit by WASPC, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42(A); 42 CFR 431, Subpart Q; and 42 CFR § 447.202].

4.32.2 The Grantee must retain such records for a period of six (6) years after the date of final payment under this Agreement.

4.32.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.33 REMEDIES NON-EXCLUSIVE

The remedies provided in this Agreement are not exclusive, but are in addition to all other remedies available

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

under law.

4.34 RIGHT OF INSPECTION

The Grantee must provide right of access to its facilities to WASPC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

4.35 RIGHTS IN DATA/OWNERSHIP

4.35.1 WASPC and Grantee agree that all data and work products (collectively "Work Product") produced pursuant to this Agreement and received by WASPC will be considered a work for hire under the U.S. Copyright Act, 17 U.S.C. §101 et seq, and will be owned by WASPC. Grantee is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

4.35.2 If for any reason the Work Product would not be considered a work for hire under applicable law, Grantee assigns and transfers to WASPC, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

4.35.3 Grantee will execute all documents and perform such other proper acts as WASPC may deem necessary to secure for WASPC the rights pursuant to this section.

4.35.4 Grantee will not use or in any manner disseminate any Work Product to any third party, or represent in any way Grantee ownership of any Work Product, without the prior written permission of WASPC. Grantee will take all reasonable steps necessary to ensure that its agents, employees, or Subgrantees will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

4.35.5 Material that is delivered under this Agreement, but that does not originate therefrom ("Preexisting Material"), must be transferred to WASPC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Grantee agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. WASPC will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Grantee.

4.35.6 Grantee must identify all Preexisting Material when it is delivered under this Agreement and must advise WASPC of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Grantee must provide WASPC with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Grantee with respect to any Preexisting Material delivered under this Agreement.

4.36 RIGHTS OF STATE AND FEDERAL GOVERNMENTS

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Agreement; (iii) the copyright in any work developed under this Agreement; and (iv) any rights of copyright to which Grantee purchases ownership under this Agreement.

4.37 SERVICES TO PERSONS WITH LIMITED ENGLISH PROFICIENCY

The Grantee must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Safe Streets Act, the Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The US Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the internet at www.lep.gov.

4.38 SEVERABILITY

If any provision of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Agreement that can be given effect without the invalid provision, and to this end the provisions or application of this Agreement are declared severable.

4.39 SITE SECURITY

While on WASPC premises, Grantee, its agents, employees, or Subgrantees must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. WASPC reserves the right and authority to immediately revoke security access to Grantee staff for any real or threatened breach of this provision. Upon reassignment or termination of any Grantee staff, Grantee agrees to promptly notify WASPC.

4.40 SUBGRANTING

4.40.1 Neither Grantee, nor any Subgrantees, may enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of WASPC. WASPC has sole discretion to determine whether or not to approve any such subcontract. In no event will the existence of the subcontract operate to release or reduce the liability of Grantee to WASPC for any breach in the performance of Grantee's duties.

4.40.2 Grantee agrees that any proposed subcontracts must be provided to WASPC for review no later than 10 (ten) business days before such a subcontract's effective date.

4.40.3 Grantee is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are included in any subcontracts.

4.40.4 If at any time during the progress of the work WASPC determines in its sole judgment that any Subgrantee is incompetent or undesirable, WASPC will notify Grantee, and Grantee must take

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

immediate steps to terminate the Subgrantee's involvement in the work.

4.40.5 The rejection or approval by WASPC of any Subgrantee or the termination of a Subgrantee will not relieve Grantee of any of its responsibilities under the Agreement, nor be the basis for additional charges to WASPC.

4.40.6 WASPC has no contractual obligations to any Subgrantee or vendor under Agreement to the Grantee. The Grantee is fully responsible for all obligations, financial or otherwise, to its Subgrantees.

4.41 SURVIVAL

The terms and conditions contained in this Agreement that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Agreement will survive. The right of WASPC to recover any Overpayments will also survive the termination of this Agreement.

4.42 CORRECTIVE ACTION PLAN/SUSPENSION/TERMINATION

4.42.1 CORRECTIVE ACTION PLAN—In the event that WASPC determines that the Grantee has failed or is reasonably likely to fail to comply with any term(s) or condition(s) of this Agreement (to include any and all attachments, references, appendices, or other documents included or referenced herein), then WASPC will immediately take steps to mitigate any harmful effects of such failure(s), and promptly prepare a Corrective Action Plan (CAP) with respect to such failure(s) and outline the steps WASPC believes to be necessary to remedy such failure(s). In the event that the Grantee is unable to complete the CAP, WASPC reserves it’s right to proceed with Termination or Suspension as outlined in the General Terms of this Agreement.

SUSPENSION—If WASPC reasonably determines that the Grantee has failed or is reasonably likely to fail to comply with any term(s) or condition(s) of this Agreement (to include any and all attachments, references, appendices, or other documents included or referenced herein), WASPC reserves the right to issue a Notice of Suspension to the Grantee. A Notice of Suspension acts to suspend this Agreement in its entirety, including suspending payment for future services provided by Grantee.

In the event a notice of suspension is issued, WASPC agrees to pay Grantee for all services provided under this Agreement prior to the issuance of the Notice of Suspension.

WASPC reserves the right to reinstate an Agreement at its discretion by issuing a Notice of Reinstatement, or to move forward with Termination as outlined in Section 4.40 of the General Terms of this agreement.

TERMINATION FOR DEFAULT—In the event WASPC determines that Grantee has failed to comply with the terms and conditions of a corrective action plan or the terms of this Agreement, WASPC has the right to suspend or terminate this Agreement. WASPC will notify Grantee in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Agreement may be terminated. WASPC reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Grantee or a decision by WASPC to terminate the Agreement.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

In the event of termination for default, Grantee will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

If it is determined that Grantee: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

TERMINATION FOR CONVENIENCE—When, at the reasonable discretion of either WASPC or Grantee, it is in either party's best interest, both WASPC and Grantee may terminate this Agreement in whole or in part by providing ten (10) calendar days' written notice to the other party. If this Agreement is so terminated, each party will be liable only for payment in accordance with the terms of this Agreement for service rendered prior to the effective date of termination. No penalty shall accrue to either WASPC or Grantee in the event the termination option in this section is exercised.

TERMINATION FOR NONALLOCATION OF FUNDS—If funds are not allocated to continue this Agreement in any future period, WASPC may immediately terminate this Agreement by providing written notice to the Grantee. The termination will be effective on the date specified in the termination notice. WASPC will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. WASPC agrees to notify Grantee of such nonallocation at the earliest possible time. No penalty will accrue to WASPC in the event the termination option in this section is exercised.

TERMINATION FOR WITHDRAWAL OF AUTHORITY—In the event that the authority of WASPC to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, WASPC may immediately terminate this Agreement by providing written notice to the Grantee. The termination will be effective on the date specified in the termination notice. WASPC will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. WASPC agrees to notify Grantee of such withdrawal of authority at the earliest possible time. No penalty will accrue to WASPC in the event the termination option in this section is exercised.

TERMINATION FOR CONFLICT OF INTEREST—Both WASPC and Grantee may terminate this Agreement by written notice to the other party if either WASPC or Grantee determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts, or Grantee's internal policy. In the event this Agreement is so terminated, WASPC will be entitled to pursue the same remedies against the Grantee as it could pursue in the event Grantee breaches the Agreement.

4.43 TERMINATION PROCEDURES

4.43.1 Upon termination of this Agreement, WASPC, in addition to any other rights provided in this Agreement, may require Grantee to deliver to WASPC any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

4.43.2 WASPC will pay Grantee the agreed-upon price, if separately stated, for completed work and services accepted by WASPC and the amount agreed upon by the Grantee and WASPC for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by WASPC; and (iv) the protection

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

and preservation of property, unless the termination is for default, in which case WASPC will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.13 Disputes. WASPC may withhold from any amounts due the Grantee such sum as WASPC determines to be necessary to protect WASPC against potential loss or liability.

4.43.3 After receipt of notice of termination, and except as otherwise directed by WASPC, Grantee must:

- Stop work under the Agreement on the date of, and to the extent specified in, the notice;
- Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- Assign to WASPC, in the manner, at the times, and to the extent directed by WASPC, all the rights, title, and interest of the Grantee under the orders and subcontracts so terminated; in which case WASPC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of WASPC to the extent WASPC may require, which approval or ratification will be final for all the purposes of this clause;
- Transfer title to and deliver as directed by WASPC any property required to be furnished to WASPC;
- Complete performance of any part of the work that was not terminated by WASPC; and
- Take such action as may be necessary, or as WASPC may direct, for the protection and preservation of the records related to this Agreement that are in the possession of the Grantee and in which WASPC has or may acquire an interest.

4.44 WAIVER

Waiver of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Agreement will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the WASPC Authorized Representative has the authority to waive any term or condition of this Agreement on behalf of WASPC.

4.45 WARRANTIES

4.45.1 Grantee represents and warrants that it will perform all services pursuant to this Agreement in a professional manner and with high quality and will immediately re-perform any services that are not in compliance with this representation and warranty at no cost to WASPC.

4.45.2 Grantee represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.

4.45.3 Any written commitment by Grantee within the scope of this Agreement will be binding upon Grantee. Failure of Grantee to fulfill such a commitment may constitute breach and will render Grantee liable for damages under the terms of this Agreement. For purposes of this section, a commitment by Grantee includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Grantee to WASPC or contained in any Grantee publications, or descriptions of services in written or other communication medium, used to influence WASPC to enter into this Agreement.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

SCHEDULE A: STATEMENT OF WORK

PURPOSE

WASPC intends to enter into an agreement with the Tukwila Police Department for purposes of establishing/continuing an MHFR Program that adheres to RCW 36.28A.440, to establish and expand mental health field response capabilities, utilizing mental health professionals to professionally, humanely, and safely respond to crises involving persons with behavioral health issues with treatment, diversion, and reduced incarceration time as primary goals.

WASPC RESPONSIBILITIES

1. WASPC will provide a Grant Manager to monitor all progress under the program. To accomplish this monitoring function, WASPC staff may access de-identified data related to program services.

2. The Grant Manager shall provide timely response to Grantee communication.

Grantee RESPONSIBILITIES

1. Grantee must

   1.1. Implement the Mental Health Field Response Program as described in their Project Narrative and Project Timeline (as attached in “Exhibit A)”, with no unapproved substantive derivations. Requests for changes to this scope of work, or services laid out in the applicant’s Project Narrative and Project Timeline can be made to csanders@waspc.org. WASPC is under no obligation to grant such a request.

   1.2. Include the following elements as central features of their program:

   - Grantee must include at least one mental health professional, as defined in RCW 71.05.020, who will perform field response professional services under the plan. A mental health professional may assist patrolling law enforcement officers either in the field or in an on-call capacity.
   - The mental health professional may also provide preventive, follow-up, training on mental health field response best practices, or other services at the direction of the local law enforcement agency. Nothing limits the mental health professional's participation to field patrol.

   1.3. Implement the data collection tool as described elsewhere in the Agreement and enter information in an accurate and timely manner.

   1.4. Notify WASPC of any changes in the Agreement or program management.

   1.5. Actively participate in any monitoring activities deemed necessary by WASPC.

   1.6. Comply with any recommendations that arise from monitoring activities.

   1.7. Participate in any WASPC sponsored or facilitated training relative to working with American Indian/Alaskan Native individuals regarding disparities and needs, Indian health care delivery system, government-to-government relationships, and applicable federal and state laws and regulations. American Indian/Alaskan Native means any individual defined at 25 U.S.C. § 1603(1), § 1603(28), or § 1679(a) or who has been determined eligible as an Indian, under 42 C.F.R. § 136.12.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Special Considerations

1. To allow agencies to provide the best and most comprehensive services possible, WASPC allows funding to be utilized for staffing of programs by properly credentialed and trained staff, at the following levels, under the stated conditions:

   1.1. Mental Health Professional (MHP) as defined by RCW 71.05.020:

   - Programs must utilize an MHP as defined in RCW 71.05.020 to perform duties established in 36.28A.440(3): "…assist patrolling officers in the field or in an on-call capacity, provide preventive, follow-up, training on mental health field response best practices, or other services at the direction of the local law enforcement agency."
   - MHPs should prioritize grant funded hours to providing services to individuals in crisis.
   - MHPs must provide a minimum of 1 hour per week of direct one-on-one supervision to Non-MHPs as required if the program utilizes non-MHPs.

   1.2. Non-MHPs

   - Unless licensed to do so, the non-MHP does not provide support or services that would require a license or certification of any kind from the Washington State Department of Health, the Washington State Healthcare Authority, or any other governing body with regulatory authority in Washington State.
   - Individuals not meeting the definition of MHP as defined by RCW 71.05.020 may provide services under the following circumstances:
     - The non-MHP must receive a minimum of 1 hour per week of direct one-on-one supervision by a licensed MHP,
     - The non-MHP must immediately disengage with an individual that appears to be escalating to a state of acute crisis or agitation that may present a threat to their physical safety and follow any steps identified by agency policy.
     - Prior to providing services and no less than yearly, the non-MHP must participate in training relevant to all of the following topics:
       - Interacting with and providing social services to individuals with mental health conditions, to include Substance Use Disorder,
       - Program policies and standard operating procedures,
       - Necessary and practical physical safety precautions that must be taken when interacting with community members served by the program,
       - Necessary and practical techniques to avoid work related vicarious trauma and burn-out,
       - *Please note that the training listed above is meant to represent a bare minimum standard to which all non-MHPs paid for using funds under this Agreement must adhere. WASPC expects that agencies will ensure that all of these requirements are met.*

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

2. Law Enforcement

    - WASPC places no conditions or limitations on the program's use of sworn law enforcement staff that are included in "SCHEDULE B - Approved Budget."

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

SCHEDULE B: APPROVED BUDGET

DEFINITIONS

"Personnel" represents the base salary and wages to individuals employed by the grantee that directly support the program. This does not include any benefits expenses paid by the grantee. Personnel expenses mut be substantiated with time and effort reporting (timesheets). *(2 CFR § 200.430(i))*

"Fringe Benefits" represents allowances and services provided by the grantee to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. *(2 CFR § 200.431(a))*

"Travel" represents transportation, lodging, subsistence, and related expenses incurred by employees who are in travel status on program related business. All expenses charged to this category must be applied and allocated consistently throughout the term of the award. *(2 CFR § 200.475)*

"Equipment" represents property with an acquisition cost of $5,000 or more, and a useful life of one or more years. *(2 CFR § 200.1)*

"Supplies" represents tangible property other than those described in the definition of equipment. *(2 CFR § 200.1)*

"Consultants/Contracts" represents the total dollar amount budgeted for the execution of contracts and agreements with parties not employed by the grantee. Professional and consultant services are rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the grantee. These costs must be reasonable in relation to the services provided. *(2 CFR § 200.459)*

"Other" represents costs not described in or allocated to another category.

"Indirect" represents those expenses that are related to the conduct of program activities, but that can not be directly attributable to any particular project. Indirect costs for this award are capped and are not to exceed 15% of actual eligible expenses. *(2 CFR § 200.414)*

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

2025-2026 Approved Budget (Year 1)
July 1, 2025 to June 30, 2026

Budget Category	Amount Awarded
A. Personnel	$0.00
B. Fringe Benefits	$0.00
C. Travel	$0.00
D. Equipment	$0.00
E. Supplies	$0.00
F. Consultants/Contracts	$137,700.00
G. Other	$0.00
H. Indirect	$0.00
TOTAL 2025-2026 AWARD	$137,700.00

Please note that the "Approved Budget 2025-2026" is the final approved budget for your program during that state fiscal year. **Unspent amounts from the 2025-2026 fiscal year will be forfeited by the grantee and will not be added to the following fiscal year's budget amounts.**

Funds awarded under this Agreement must be expended as outlined in "EXHIBIT B—FINAL BUDGET SUBMISSION (As Attached)" unless otherwise noted in the "2025-2026 APPROVED BUDGET NARRATIVE".

2025-2026 APPROVED BUDGET NARRATIVE:

- **No Comments.**

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

2026-2027 Approved Budget (Year 2)
July 1, 2026 to June 30, 2027

Budget Category	Amount Awarded
A. Personnel	$0.00
B. Fringe Benefits	$0.00
C. Travel	$0.00
D. Equipment	$0.00
E. Supplies	$0.00
F. Consultants/Contracts	$130,050.00
G. Other	$0.00
H. Indirect	$0.00
TOTAL 2026-2027 AWARD	$130,050.00

Please note that the “Approved Budget 2026-2027” is the final approved budget for your program during that state fiscal year.

Funds awarded under this Agreement must be expended as outlined in “EXHIBIT B—FINAL BUDGET SUBMISSION (As Attached)” unless otherwise noted in the “2026-2027 APPROVED BUDGET NARRATIVE”.

2026-2027 APPROVED BUDGET NARRATIVE:

- **No Comments.**

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

EXHIBITS

(As Attached)

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Form Name:	MHFR 25-27 Application
Submission Time:	March 3, 2025 4:07 pm
Browser:	Chrome 133.0.0.0 / Windows
IP Address:	24.16.165.126
Unique ID:	1320496705
Location:	47.3667, -122.1249

Mental Health Field Response Grant Program (MHFR) 25-27 Funding Application

APPLICANT AGENCY INFORMATION

Is this an initial application for review of completeness or a final application submission?	Final Application - Due 3/5/25
Type of Request - Program Type	Continue an Existing Program
Lead Agency	Tukwila Police Department
Please list any agencies that are partnering for this application	N/A
Lead Agency/Fiscal Agent Address	15005 Tukwila Int'l Blvd Tukwila, WA 98188
Lead Agency Tax Identification Number	91-6001519
Lead Agency Unique Entity ID Number	UEQNMC26C8T3
Lead Agency Project Manager's Name	Jake Berry
Lead Agency Project Manager's Email	j.berry@tukwilawa.gov
Lead Agency Project Manager's Phone	(206) 510-6061

ORGANIZATIONAL OVERVIEW AND KEY PERSONNEL

PROGRAM ABSTRACT

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Program Abstract

The City of Tukwila's Police Department's Mental Health Co-Responder program is well-established and has been operating as a Mental Health Field Response Team since 2021. The Program employs two certified Mental Health Practitioners whose primary responsibility is to co-respond with Police Patrol Officers to calls involving persons in crisis. This includes those impacted by drug addiction/misuse, psychological trauma, and those suffering from diagnosed/undiagnosed psychiatric disorders. The certified Mental Health Practitioners are provided by Sound Mental Health's Tukwila office via a contract between Sound Mental Health and the City of Tukwila.

In its start-up phase, Tukwila's program was funded by its Seizure Fund assets. As it grew, Tukwila secured complementary funding through the Association of Washington Cities' Alternative Response Team Grant, which allowed the program to grow from one Certified Co-Responder to two, providing our community with seven-days-a-week care. Tukwila was awarded this grant three years in a row and enjoyed tremendous success but has "aged-out" of the grant program and now must seek other funding. Like many other commercial and industrial-based cities, Tukwila's forecasted expenditures have increased at a quicker rate then its revenues, preventing it from allocating General Funds to its Co-Responder program.

Tukwila is seeking to continue this valuable and proven program through the award of Mental Health Field Response Team Grant funding.

PROGRAM NARRATIVE

PROGRAM TIMELINE

PROGRAM BUDGET

ADDITIONAL APPLICATION SUPPORT DOCUMENTS

DATA COLLECTION & REPORTING

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

I have reviewed and understand the Data Collection and Reporting requirements.	Yes

UPLOAD FILES

Organizational Overview and Key Personnel	https://www.formstack.com/admin/download/file/17664693781
Program Narrative	https://www.formstack.com/admin/download/file/17664693782
Program Timeline	https://www.formstack.com/admin/download/file/17664693783
Program Budget	https://www.formstack.com/admin/download/file/17664693784
Additional Application Support Documents	https://www.formstack.com/admin/download/file/17664693785

GENERAL TERMS

General Terms Agreement	I Agree

GRANT APPLICATION SIGNING AUTHORITY

Applicant Agency Signing Authority	Thomas McLeod
Title -- Applicant Agency Signing Authority	City of Tukwila Mayor
Electronic Signature Agreement	I Agree
Signature	
Date of Signature	Mar 03, 2025

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Key Program Personnel

Program Operations Supervisor

Responsibility: Oversees operation of program and supervises the Mental Health Practitioners

Name: Commander Phil Glover

Mailing Address: Commander Phil Glover
Tukwila Police Department
15005 Tukwila International Blvd
Tukwila, WA 98188

Physical Address: Commander Phil Glover
Tukwila Police Department
15005 Tukwila International Blvd
Tukwila, WA 98188

Email Address: p.glover@tukwilawa.gov

Phone: 206-431-3893

Police Department Finance Analyst & Grants Manager

Responsibility: Manages Department's financial matters and grants program. **This role is the grant's Project Manager.**

Name: Jake Berry

Mailing Address: Jake Berry
Tukwila Police Department
15005 Tukwila International Blvd
Tukwila, WA 98188

Physical Address: Jake Berry
Tukwila Police Department
15005 Tukwila International Blvd
Tukwila, WA 98188

Email Address: j.berry@tukwilawa.gov

Phone: 206-510-6061

Certified Mental Health Practitioner

Responsibility: Provides behavioral health services and outreach

Name: Alison Fisk

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Mailing Address: Alison Fisk
Tukwila Police Department
15005 Tukwila International Blvd
Tukwila, WA 98188

Physical Address: Alison Fisk
Tukwila Police Department
15005 Tukwila International Blvd
Tukwila, WA 98188

Email Address: alison.fisk@tukwilawa.gov

Phone: 206-708-4876

Certified Mental Health Practitioner
Responsibility: Provides behavioral health services and outreach

Name: Murray “MJ” Jacobs

Mailing Address: Murray Jacobs
Tukwila Police Department
15005 Tukwila International Blvd
Tukwila, WA 98188

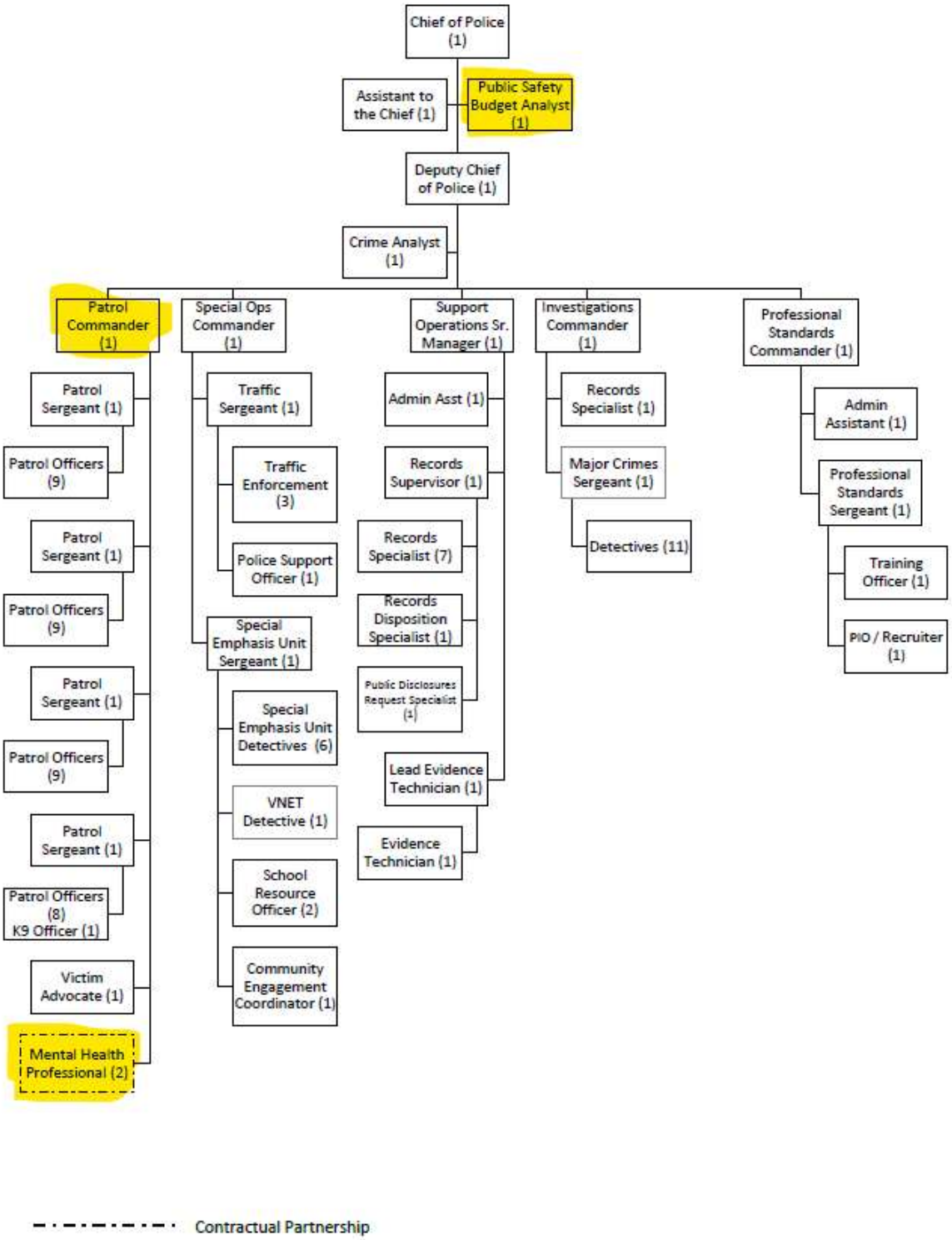
Physical Address: Murray Jacobs
Tukwila Police Department
15005 Tukwila International Blvd
Tukwila, WA 98188

Email Address: murray.jacobs@tukwilawa.gov

Phone: 206-941-6245

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Police Department



Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

ALISON M. FISK

LICENSED INDEPENDENT CLINICAL SOCIAL WORKER ASSOCIATE, MAY 2023, WASHINGTON STATE DEPARTMENT OF HEALTH

EDUCATION

OHIO STATE UNIVERSITY - MASTER OF SOCIAL WORK, 2023

ARIZONA STATE UNIVERSITY - B.A. IN PSYCHOLOGY, SUMMA CUM LAUDE, 2016

SANTA BARBARA CITY COLLEGE - A.A. IN SPANISH, WITH HONORS, 2012

PROFESSIONAL EXPERIENCE

MENTAL HEALTH CO-RESPONDER, SOUND; TUKWILA, WA – JULY 2023 – PRESENT

Position entails responding with the Tukwila Police Department to calls for service relating to mental health crises, substance use issues, and challenges with unmet basic needs. Related responsibilities include referring community members to appropriate resources, collaborating with health and crisis workers in the region regarding high-needs subjects, and educating community members on system navigation.

CHILD AND FAMILY SERVICES CLINICIAN/INTERN, SOUND; SEATTLE, WA - JAN. 2022 – JUNE 2023

Began position as an MSW internship and was hired on to a paid position in Nov. 2022. Position entailed providing mental health counseling and case management services to outpatient clients ages 7-19, primarily within the public school environment. Responsibilities also included care coordination with outside organizations, diagnostic and risk assessment, and development of individualized treatment plans.

BEHAVIORAL HEALTH SPECIALIST, CINCINNATI CHILDREN'S HOSPITAL; CINCINNATI, OH - JAN. 2020 - JUNE 2021

Worked in the inpatient adolescent program in psychiatric crisis stabilization. Responsibilities included de-escalating clients in times of crisis, milieu management, leading group therapy sessions, providing individualized support, and assisting in activities of daily living as necessary. This position required regular use of Therapeutic Crisis Intervention (TCI) practices.

BEHAVIOR SUPPORT SPECIALIST, ST. JOSEPH ORPHANAGE; CINCINNATI, OH - JAN. 2019 - DEC. 2019

Worked in the residential treatment facility with youth ages 5-17 experiencing mental health disorders. Responsibilities included milieu management and assisting in activities of daily living as well as accompanying youth on community outings. This position also required regular use of crisis resolution skills including verbal de-escalation and Therapeutic Crisis Intervention (TCI) practices.

SKILLS TRAINER, YOUTH ADVOCATES OF SITKA; SITKA, AK - JULY 2018 - NOV. 2018

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Worked in the residential program with adolescents ages 12-18 experiencing mental health disorders. Responsibilities included assisting in group therapy sessions, conducting daily one-on-one check-in sessions with individual clients as needed, distributing medication, de-escalating clients in times of crisis, and ensuring continued safety of clients from self and others.

VOLUNTEER EXPERIENCE

AMERICORPS POSITION - DIRECT SERVICE PROVIDER, SITKA COUNSELING AND PREVENTION SERVICES; SITKA, AK - AUG. 2017- JULY 2018

Principle focus of position was working one-on-one with an 8-year-old client with PTSD in his 2nd grade classroom, assisting with emotional crises in addition to behavioral and academic difficulties. Also facilitated group therapy sessions for outpatient SED clients ages 4-13.

SKILLS

Intermediate Spanish. Cultural sensitivity as developed through traveling, studying and/or living in over thirty countries across five continents. Lived experience in recovery since 2014.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Murray A. Jacobs Jr.

(206) 941-6245
Murray.Jacobs@tukwilawa.gov

Qualifications:

- **Tenured Experience working inpatient psych.**
- Exceptional customer service, strategic planning and conceptual skills.
- Demonstrates proficient oral and written communication.
- Organized and self-motivated to complete tasks in a prompt and efficient manner.
- Strive to defeat new challenges in a methodical and comprehensive mindset.
- Proficient in Microsoft word, excel, data base applications.

Education:

Morris College Sumter, SC May 2011

B.A. in Criminal Justice – Concentration: Constitutional & Criminal Law, International Relations

- Dean's List
- Agency Affiliated Counselor License
- Crisis Intervention Law enforcement training

Employment History:

Sound Behavioral Health
Mental Health Professional ***Tukwila, WA August 23- present***

- **Support Patrol Officers on special cases**
- **Provide support to Tukwila courtrooms and other agencies**
- **Provide follow up to community members, hospital and social welfare agencies and law enforcement.**

Seattle Police Dept
Community Service Officer ***Seattle, WA***
August 22-August 23

- Provided Customer Service to the city of city, enforce non-criminal codes
- Reduce Law Enforcement workload by performing non-technical tasks
- Also provide response to patrol by providing law and order, support in crime prevention investigation and response

Smokey Point Behavioral Health
Mental Health Technician ***Marysville, WA***
Nov 2021- Present

- The Mental Health Technician functions as an active part of the treatment team,
- providing continuous patient care, supervision, interaction
- role modeling to patients ranging in age from adolescent through geriatrics depending on which unit worked

Evergreen Treatment Services
OTP Medical Case Manager ***Renton, WA***
Dec 2021-August 2022

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

- **Provides Case management consultation to clinical care teams for individuals experiencing complex medical, substance use disorder.**
- **Provides Case management consultation for behavioral health needs following up on emergency department visits and admissions.**

Imagine Housing
Veteran's Lead Case Manager ***Bellevue, WA***
June 2019-Nov 2021

- **Case manage and coordinate services to veterans who are facing chronic homelessness despite any other mental and physical disabilities they may have.**
- **Assist veterans in getting into transitional housing from homelessness and then into permanent housing.**
- **Provide case management services for the veterans in the program.**
- **Provide weekly, monthly, quarterly and annual reports to HMIS, The Veteran's Administration, Imagine housing etc.**
- **Manage Billing/Accounting for the program.**
- **Train oncoming staff**
- **Manage more difficult Cases.**

Urban League of Metropolitan Seattle
Participant Navigator ***Seattle, WA*** ***June 2017-June 2018***

- **Ensuring proper assessment and enrollment of participants into the Career Bridge Job Readiness Program**
- **Oversee participants standard of living and overall success through the program**
- **Providing case management functions and addressing boundaries whether it be financial, restrictive, legal etc.**

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Jacob "Jake" Berry

Maple Valley, WA | 206-510-6061 | j.berry@tukwilawa.gov

Education: MBA Seattle University/BS Finance University of Idaho

Career Highlights

- 18+ years of financial analysis and management experience.
- Constructed a database by querying regional public safety emergency dispatching data and local financial sources to evaluate safety and monetary impact of additional headcount and resources. The Excel and PowerBI reports I produced from this database allowed Tukwila to reduce overtime expenditures by ~$700k during the pandemic when city revenues were falling and uncertain.
- Led financial and activity-based analysis that culminated with Tukwila's Fire Department merging with a regional Fire Authority, leading to better life-saving care and more optimized use of taxpayer's resources.

Experience

Finance Manager & Data Analyst to Chiefs of Police and Fire
City of Tukwila, Tukwila WA
2016 to Present

- As a member of Tukwila Public Safety's leadership team, I was charged with leading all financial conversations to include business planning, budgeting, resource optimization, forecasting, sensitivity/variance analysis, and the development and dissemination of metrics to city leadership
- Resource Optimization and Management: developed and instituted a program that brought the Police Department from a $2.3mm budget overrun to a budget savings of $2.4mm annually
- Forecasting and Budgeting: Directly responsible for Public Safety's $32mm annual budget and Federal/State Grants Management
- Transitioned department leadership from a police mindset to one of business ownership and fiscal prudence
- Introduced periodic resource planning and headcount investment models, forecasting, and variance analysis to teams in 2017 that have evolved into weekly conversations, allowing Public Safety to better monitor and invest public funds

Patrol Officer, Department Instructor
City of Tukwila, Tukwila WA
2009 to 2017

- I had the distinct honor of serving the Community Members of the City of Tukwila as a Patrol Officer, Department Instructor, and Acting Supervisor

Notable Accomplishments

- Lead Investigatory Officer on 1,418 cases
- Responded to an estimated 11,241 calls for service
- Recipient of Life Saving Medal
- Recognized for community-based policing efforts within one of the most diverse neighborhoods in America

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Founder and Owner
BiggerYard, LLC, Maple Valley WA
2007 to 2011

- Grew revenues to $500K with 38% profit margin within first 14 months, scaled business while sole employee
- Leveraged financial and behavioral data to identify emerging ecommerce trends

Director, Partner Management
Marchex, Seattle WA
2006 to 2007

- Managed a national team of Partner Managers responsible for growth and quality maintenance
- Responsible for product portfolio P&L, including forecasting, modeling, and presenting

Business Analyst
Marchex, Seattle WA
2005 to 2006

- Prepared monthly and quarterly business review packets containing KPIs, key historical and near-future forecasts for each core business, and presented to Marchex executives
- Presented quarterly financial and product performance reports to company and corporate leaders
- Prepared and presented daily inventory and operational metric reports for Marchex-owned businesses, enabling sales, business development, and leadership to track progress against goals and better utilize available capacity

Business Development Manager
InfoSpace, Bellevue WA
2003 to 2005

- Identified and negotiated strategic and corporate-level partnerships involving distribution of InfoSpace's proprietary metasearch feed
- Partnered with industry-leading and boutique networks to leverage sales team's expertise and bolster the strength of our search results product

Business and Inventory Analyst
go2net.com/InfoSpace, Seattle WA
2000 to 2003

- Created and presented set of daily advertising inventory forecasts that allowed sales and business development teams to better monetize all Go2net-owned properties
- Worked with executive management to compile monthly and quarterly business review packets containing key business and financial metrics as well as variance analysis that were then presented to business owners and stakeholders

Skills

- Detail oriented - Specialize in product/program/organization forecasts, FP&A, P&L optimization, KPI initialization and observation, variance analysis, and resource maximization

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

- Negotiator – Experience negotiating in business and crisis situations, thrive in ambiguity, take pride in individual and team performance through the taking of measured risks and honest conversations
- Technology Focused – Leveraged Power BI and PowerPivot to assemble data from disparate sources and provide executive-level reporting and analysis

Volunteer Work

- Screening round judge for 2018/2019 Harriet Stephenson Business Plan Competition, Albers School of Business and Economics at Seattle University
- Coach (and over-involved father) for Tahoma Lacrosse Club 2013 – 2016, Basketball Club 2012-2014, Tee-ball 2008

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375



15005 Tukwila International Blvd,
Tukwila, WA
(206) 431-3893
p.glover@tukwilawa.gov

Commander Philip Glover

Tukwila Police Department

Experience

2024 – PRESENT

Commander / City of Tukwila, Tukwila, WA

Volunteered to accept a provisional appointment of Patrol Commander. Responsibilities include leading
four patrol sergeants and 32 patrol officers, maintaining the Patrol schedule, coordinating training, and overseeing policy implementation and compliance for the Patrol Division. Manage critical incidents, handle stakeholder commendations and complaints, and implement staffing and budget allocations for equipment and training. Provide employee feedback on performance during annual reviews. Review officer and sergeant uses of force, accidents, and pursuits.

Additional duties are as follows:

- Department Wellness Coordinator
- Peer Support Coordinator
- UAS Chief Pilot and Unit Commander
- Crisis Communications Unit Commander

2019 – 2024

Sergeant – Patrol / City of Tukwila, Tukwila, WA

Led and managed a team of officers in the Patrol Division. Direct resources to calls for service, and handle
stakeholder commendations and complaints. Manage staffing and budget allocations for equipment and training. Provide employee feedback on performance during annual reviews. Review officer use of force, accidents, and pursuits. Run day-to-day operations of police services within the city.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

1997 – PRESENT

SWAT Team Leader / Valley SWAT, South King County

As part of a regional South King County team, developed and led training programs, trained in the use of
small arms, specialty munitions, chemical agents, and high-powered rifles, supervised teams in support of security, stronghold assaults, and over-watch missions, aided superiors in the planning, resourcing, and execution of more than 500 operations, maintained security of local areas and performed route clearance and over-watch protection for visiting high-ranking officials including the President of the United States and other heads of state while working in tandem with the United States Secret Service. Manage the schedule and budget allocations for equipment and training.

2015 – 2019

Detective – Narcotics and Vice / City of Tukwila, Tukwila, WA

Planned and conducted financial and organized crime investigations specifically related to human trafficking while collaborating with federal agencies such as the FBI, DEA, ATF, and IRS. Recruited, managed, and deployed confidential informants to infiltrate illegal narcotics operations. Supervise detectives during operations and day-to-day tasks.

2004 – 2015

Detective – Major Crimes / City of Tukwila, Tukwila, WA

Investigated financial and organized crimes, directed criminal investigations of violent crimes such as domestic violence, sexual assault, robbery, theft, and homicide, utilized forensic interviewing techniques for victim statements and suspect interrogations, collected, analyzed, and interpreted information, conducted personnel background investigations for potential law enforcement candidates, and presented evidence at criminal trials. Supervised detectives during operations and day-to-day tasks.

2001 – 2004

Detective – Narcotics and Vice / City of Tukwila, Tukwila, WA

Planned and conducted investigations specifically related to street-level drug and vice-related crimes. Recruited, managed, and deployed confidential informants to infiltrate illegal narcotics operations.

1993 – 2001

Patrol Officer / City of Tukwila, Tukwila, WA

Actively patrolled assigned areas to prevent and detect crime, secured crime scenes, gathered evidence,

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

talked regularly to citizens to establish rapport in marginalized neighborhoods to gain trust, investigated and reported crimes, accidents, offenses, and property damage, and evaluated complaints and emergency requests to determine the appropriate response. De-escalated volatile situations towards non-violent solutions. Field training officer, defensive tactics instructor, and firearms instructor.

1990 – 1993

Manager / Kinney Shoes, Tukwila, WA

Managed retail store day-to-day operations including leadership, hiring, merchandising, audits, scheduling, and employee relations.

Education

JUNE 1992

Bachelor of Arts / University of Washington, Seattle

Major in Society and Justice

JUNE 1990

Associate of Arts / Bellevue College, Bellevue

Accomplishments

- Graduate of the West Point Model Leadership for Law Enforcement course
- Certificate of Appreciation awarded by the DEA for outstanding contributions in the field of drug law enforcement
- 1st Place in four national law enforcement sniper competitions
- 1999 Certificate of Commendation for involvement in WTO riots
- 2005 Certificate of Commendation for response to a deadly shooting incident
- 2018 Employee of the Quarter for investigative work and crime prevention efforts
- 2023 Employee of the Quarter for work towards peer support and officer wellness

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Certifications

- 1st Level Supervision
- Peer Support - Team Leader
- Firearms Instructor
- Field Training Officer (former)
- Defensive Tactics Instructor (former)
- Crime scene investigations
- Interviewing and interrogations
- Cellular phone/computer/video forensics
- Surveillance and undercover operations
- Instructor development
- Criminal investigations
- Special Weapons and Tactics (SWAT)
- State law enforcement sniper instructor
- Tactical Emergency Casualty Care - NAEMT

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

TO: WASPC Grant Review Board
FROM: Tukwila Police Department
BY: Jake Berry, Police Department Budget and Grants Analyst
DATE: March 3rd, 2025

SUBJECT: Narrative for 2025 Mental Health Field Response Team Grant Program

Introduction to the Introduction

The Tukwila Police Department, in a frantic effort to provide funding for a program that we deem a basic necessity and a terrific service to our community, has submitted applications to both the WASPC Arrest & Jail Alternatives Grant and the WASPC Mental Health Field Response Teams Grant. Both applications are seeking funding to continue our Mental Health Co-Responders Program and are very similar to one another. We recognize that the services provided by our Co-Responder Program more closely align with the stated goals of the Mental Health Field Response Teams Grant and, after a conversation with WASPC's Jamie Weimer, we are selecting that grant as our preferred source of funding. If, however, we are selected as award recipients for both grants, we will document a "separation plan" to ensure funds awarded for specific aspects of each grant program are spent only on those allowable programs.

Introduction to Tukwila

The City of Tukwila is unique. To most people it's a commercial and industrial hub that sits at the crossroads of Interstates 5 and 405, just east of SeaTac Airport and attracts around 150,000 shoppers, employees, and visitors daily. To others, it's "South Seattle" despite having been incorporated as a city nearly 117 years ago and having been the Salish Tribe's ancestral lands for centuries prior. To its long-time residents, Tukwila is a welcoming city of distinct neighborhoods full of vibrant shops, restaurants, and abundant reasons to grow roots and raise families or to live amongst their neighbors. To many of Tukwila's newest residents, Tukwila is their first taste of America. As a sanctuary city, many immigrants are placed in our city and choose to stay here. They come from all over the world seeking stability, hope, safety, and a place to call home. In fact, our diversity is something that we are most proud of. According to the 2020 US Census, the City of Tukwila counted 21,798 residents with 72% of those identifying themselves as non-white. Furthermore, the New York Times named the Tukwila School District the most diverse in the nation with 71% minority students and a whopping 40 distinct languages spoken. While many cities embrace diversity in their annual reports and plans, Tukwila lives it.

That's just counting Tukwila's registered residents. The Tukwila community is much larger than just its 21,798 as counted in the Census. Tukwila is a temporary home to many of society's most vulnerable people. Many unhoused immigrants, partially housed individuals and families, and homeless people of all ages have come to Tukwila from neighboring cities, states, and countries near and far.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

The City of Tukwila is not without its challenges, though. Over 13% of residents live at or below the poverty line and 89% of students at Cascade Elementary School qualify for free or reduced lunch. According to the FBI's Uniform Crime Report statistics, there were 224 violent crimes and 4,003 property crimes in Tukwila per 100,000 residents in 2023. WASPC's 2023 annual report on crime in Washington State listed Tukwila's crime rate per 1,000 residents at 280.9 compared to Seattle's 90.8. It's important to note that these figures are not comparing "apples to apples" though. Due to Tukwila's daily influx of visitors, employees, and shoppers our daytime population far surpasses our actual count of residents. Our significant migrant and unsheltered populations are not counted in those figures. Still, crime is a concern in Tukwila and the Police Department is addressing it head-on in two significant ways: increased staffing and a Certified Mental Health Co-Responder Program.

Due to environmental factors such as COVID, an economic recession, and emotional feelings towards policing, the Tukwila Police Department experienced a number of vacancies and frozen positions for a few years. Once the aforementioned factors eased and the positions were unfrozen, filling those vacancies took time and resources. However, we are proud to state that nearly all of our budgeted positions have recently been filled and the Department is close to full staffing for the first time in many years. Getting the right people added to the roster and in the right seats will no doubt ease some of the pressure of our high crime rate.

Meeting the Need: Tukwila's Certified Mental Health Co-Responder Program

Another significant means for the Department to address its crime rate is its Certified Mental Health Co-Responder Program. We realize that a meaningful portion of police contacts in our city pertain to Community Members who are suffering from a myriad of ailments related to behavioral, psychological, and substance use disorders. While it's often easier for the officer to arrest these individuals when they've committed low-level offenses or to whisk them off to a primary care facility such as an emergency room, in the long run this track is often not better for the community member, the officer, the hospital, or for society. Sometimes confinement is the best course, and that option remains open to our officers. But many times, better options are available. Options that take time, resources, and an expert-level understanding of the root cause of the issues. The goal of our new program would be to professionally, humanely, and safely respond to crises involving persons with behavioral health issues and offer them treatment/diversion and to assist in reducing incarceration rates.

The Department first introduced our Co-Responder program in 2021 with one Certified Mental Health Practitioner. We spoke with several other departments with similar programs and discussed their successes, challenges, what they'd do differently, and what they'd learned. With tremendous support from City leadership and armed with knowledge shared by those ahead of us, we bootstrapped our program using funds from the Police Department's Narcotics Seizure Fund. We recognized that our officers undergo a great deal of training, both required and incremental, and have nearly-boundless skillsets, but we also know that a certified mental health practitioner has dedicated their working lives to understanding how to help these vulnerable individuals. The Police Department reached out to the Tukwila branch of Sound Mental Health and asked them for input and assistance. The team at Sound Mental Health has been amazing. They arranged for one of their Certified Mental Health Practitioners to join

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

our Police Department on a contractual basis as a Co-Responder. The idea was for this mental health expert to integrate themselves into the Patrol division of the Tukwila Police Department and to become a member of that team. The Co-Responder would work four days a week and report to the Patrol Commander. The Co-Responder was fitted with a new bullet-resistant vest, uniform, boots, radio, and other tools to increase their safety.

The first year of our trial program was a success, both in terms of contacts and in lessons-learned. We assisted dozens of individuals but quickly learned that one Co-Responder wasn't enough. An additional Co-Responder was needed to assist individuals in need on days the current Co-Responder wasn't working.

At about this time, we learned of the Association of Washington Cities' Alternative Response Team Grant and the funding that was available. The central theme of our application was our need for funding for a second Co-Responder, based on the success of the first. Funds were awarded, a revised agreement with Sound Mental Health provided a second Co-Responder, and we were again off and running with coverage seven days a week. We have re-applied for this same grant three years in a row and have been awarded each time. We have learned a great deal from our partners at the Association of Washington Cities and from their Jacob Ewing in particular. Unfortunately, their grant program has a maximum tenure of three years and, as of June 30th 2025, we'll have "aged-out" of their program and are again in need of financial assistance.

Structure of Tukwila's Co-Responder Program

As mentioned previously, Tukwila's two Certified Mental Health Co-Responders live within our Patrol Division and, since their workdays span those of our patrol crews, the Co-Responders report directly to the Patrol Commander for all Tukwila matters. This provides them with continuity of leadership and a single point of contact. Each works a ten-hour shift: one Co-Responder works Sunday/Monday/Tuesday/Wednesday while the other works Wednesday/Thursday/Friday/Saturday. Wednesday provides them with an "overlap" where they can meet with each other to discuss successes, challenges, opportunities discovered and to decompress in each other's company. Oftentimes they will schedule meetings with Co-Responders from other jurisdictions together to share experiences and learnings.

Other than being employees contracted from Sound Mental Health, our two Mental Health Practitioners are considered members of the Tukwila Police Department's Patrol team. Nothing differentiates them from any other member of our Department. They are fully integrated into police operations and are depended upon daily. They carry police radios, have their own call signs, and listen for calls that might benefit from their skills. They are able to self-dispatch or go out on patrol to meet with clients on their own (but frequently request an officer escort). Our dispatching agency, Valley Communications, knows of our team's work and frequently adds them to calls involving potential clients. The Co-Responders are immediately available to our officers and to our community.

It's important to note that we take their safety seriously. Both members of our team are not only outfitted with safety gear (provided by the department) but they went through a police

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

"mini-camp" before they hit the streets. During this time they met and rode with officers to learn about police operations, awareness, and safety protocols.

The two primary actors overseeing the Co-Responder Program are the Patrol Commander and the Department's Public Safety Analyst:

Program Supervisor: The Patrol Commander oversees the Co-Responder Program and addresses their needs. That individual reports to the Deputy Chief of Police, who oversees all Police Operations. Our current Patrol Commander is Phil Glover and, having been employed by the Tukwila Police Department since 1993, he's collected knowledge and expertise from a great deal of our organization's history. He also oversees our department's wellness program, which caters to the belief that healthier officers contribute to healthier communities. All of Commander Glover's time spent working with our Co-Responder Program is covered by Tukwila and can be considered an in-kind contribution.

Program Manager: The responsibility of managing grants, the costs, and reporting of the Co-Responder program falls to the Police Department's Public Safety Analyst Jake Berry (who is authoring this grant application). The Analyst reports directly to the Chief of Police. He has been employed by the Tukwila Police Department since 2009 and served the first ten years of his career there as a Patrol Officer before suffering a career-ending on-duty injury. Prior to joining the Tukwila Police Department, Jake graduated from the University of Idaho with a degree in Finance, graduated from Seattle University with a Masters in Business Administration, and worked in the private sector for nearly ten years. All of Jake's time spent working on the Co-Responder Program is covered by Tukwila and can be considered an in-kind contribution.

Of course, the two most important people in our Co-Responder Program are the Co-Responders themselves. For the duration of our program, we've been fortunate to have been blessed with professional and caring Co-Responders provided by Sound Mental Health with minimal turnover. To date, we've employed three Co-Responders. Our first one, the one that helped pioneer our program, returned to her family's home in Minnesota after ensuring our program was well-established. We believe that part of our program's enduring success relies on Tukwila's vulnerable community becoming familiar with our Co-Responders, and vice versa. Familiar faces impart a degree of confidence with each client contact.

<u>Tukwila's Co-Responder Program: Goals, Objectives, and Timeline</u>

The goals, and how our Program has addressed each, of Tukwila's Co-Responder Program are listed below. Regarding a timeline, we are actively pursuing each of these goals daily.

1. *Decrease the number of arrests for those community members who are eligible.* From the inception of our Co-Responder Program, we have strongly believed that jail isn't the panacea that it was once believed to be. Some people do things that make jail a necessity. But for others, many others, jail is often nothing but an easy way out for everyone but the person going to jail, with only marginal longer-term benefits for the

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

community. We believe that those suffering behavioral/psychotic or substance-induced afflictions who have committed non-violent offenses are often better served by a treatment-first program, which starts with our Certified Mental Health Practitioners being on-scene with officers.

2. *Increase the access to and use of non-emergency community behavioral health services*. One of the cornerstones of our Co-Responder Program is the ability of our Co-Responders to "self-dispatch". They have radios programmed to Tukwila traffic and they have assigned vehicles. If they hear a call over the radio and believe they can help, they go. They aren't fools, if they arrive on scene and they determine it's not yet safe, they'll wait and observe. But once things cool down, our Co-Responders work as a team with the on-scene officers to determine the best course of action for the subject. Often times, that best course does not involve jail or an Involuntary Treatment. Sometimes, often, a longer-term approach is more appropriate. Armed with a substantial knowledge of the region's relevant resources, these instances are perfect opportunities for our Co-Responders to utilize the region's non-emergency community behavioral health services.

3. *Reduce utilization of emergency services*. Much like how we viewed jail prior to our program, invoking the Involuntary Treatment Act was a quick fix but without a longer-term solution. We often committed a subject with behavioral/psychotic/substance abuse issues to local emergency rooms and "hoped" that the teams there could provide relief for the sufferer's condition. In reality, though, the emergency-department teams at our local hospitals were dealing with innumerable other issues that were often life-dependent. Accordingly, the needs of the person that we'd brought in were triaged and addressed after they'd waited, sometimes for hours. When (if) they eventually did get to meet with an ER psychologist, the immediate episode had often dissipated and the doctor had very little to observe and diagnose. While this act did provide some temporary calm for the city, it did very little for the health of the individual nor for the longer-term peace of Tukwila.

   By introducing our Co-Responders early, often during the initial interaction between subject and officers, they are able to make initial observations and then build upon them once their safety has been insulated. These conversations between the subjects being questioned and our Co-Responders allow our professionals to determine whether the subject would likely benefit from a visit to the emergency department or whether a less acute, longer-term, and resource-based approach is more suitable. Traditional hospitals are still sometimes the answer, but not as frequently as they used to be.

   Supporting Statistics: **Since the introduction of our Co-Responder Program in 2021, we've reduced the annual frequency of involuntary treatments from 147 to 94, a reduction of 36%.**

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

4. *Increase resilience, stability, and well-being for clients served.* The introduction of Co-Responders to applicable calls and their impact on our Patrol teams has been significant. Not only is the team able to take the lead on many behavioral/psychotic/substance abuse related incidents and provide non-jail and non-ITA solutions in the hopes for longer-term stability for our vulnerable community members, they also teach our patrol teams a level of "psycho-education" (a term provided by our initial Co-Responder), which empowers our officers with more empathy for those with severe and persistent behavioral health concerns. This empathy is a sort of emotional intelligence that arms officers with the knowledge of how their own emotions impact their actions which then have an impact on the actions and emotions of the subject with whom they are trying to keep the peace. These small but significant first steps at the scene of an incident can pave the way for the subject to not only be eligible for longer-term assistance but can also deescalate situations that might have ended in a use of force not long ago. In fact, **Tukwila Police Officers used force 71.7% fewer times in 2023 than they did in 2016**. This can be attributed to many factors (legislation, external events, etc) but at least one contributing factor is the presence of our Co-Responders. Tukwila prides itself on having some of the best trained officers in the country but even the best of us isn't able to provide the quality and depth of care as well as Mental Health Practitioners who have dedicated their lives to the art (it's actually a science, but it feels like an art). Further, contracting with Sound Mental Health for these Mental Health Co-Responders ensures that the personnel we work with are familiar with the area's challenges, opportunities, and available resources and they remain trained on current methodologies and techniques.

   Having Mental Health Experts on-hand for these types of calls increases the likelihood that the subjects in crisis have a better chance at utilizing longer-term solutions, increasing the odds of them becoming stable, resilient members of the community. This also tilts the scales away from incarceration. Not just the once, the teams help to create a path away from jail for these subjects that can reduce their visits to jail several times, relieving our judicial system of dozens of intakes each year. Fewer trips to jail, more meaningful interactions with the police, and a team to help not only explain a path but to also guide them down that path will all promote self-worth, resilience, stability, and an improved well-being for many of our community members.

5. *Reduce the costs for the justice system compared to processing cases as usual.* First and foremost, the Tukwila Police Department is committed to the safety, security, and stability of the Community of Tukwila. However, there are some benefits to our Co-Responder Program that are more fiscal in nature. By reducing arrests, using force less frequently, and reducing the likelihood that a person in crisis will commit future jailable

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

offenses, we believe that our Program reduces the costs of not just the Tukwila Municipal Court system but also that of King County and beyond. The actual dollars saved by not needlessly entering someone into the judicial system doesn't tell the whole story. The larger impact may be that our justice systems have more resources available to work with those in the system for good reason rather than splitting their funds and time on larger, more impactful cases with less meaningful cases that don't have the same potentiality of longer-term solutions. In fact, our team of Co-Responders works frequently with the Tukwila Municipal Courts, providing outreach not just with our police officers but also as some individuals work their way through the judicial system.

How Many People Does Our Program Serve and How Does It Serve Them?
We believe our Co-Responder Program ultimately serves the greater Tukwila community. Each time our team works with a client and is able to provide non-arrest resources or guide a client onto a more stable path, there is a chance that the client will no longer present a criminal or civil disturbance to the community again. However, because our program has been active since 2021, we have more tangible data regarding the number of clients served.

Since the Program began in 2021 our Co-Responders have participated in 1,645 calls for service through the end of 2024. This doesn't count the numerous walk-ins and isn't a count of clients served. It's a measure of how active our Co-Responder team is and how frequently our community calls upon them for assistance. In the table below, you can see that our team began in 2021 with one Co-Responder who spent a great deal of time on administrative tasks, forging the future and establishing a foundation. 2022 was her first full year and the number of calls she attended went from 43 to 330. In 2023 our Co-Responder team grew to two Mental Health Providers and the count great further to 465. This past year, 2024, we are proud to report that our Co-Responders attended 807 dispatched calls for service.

Co-Responder Calls Attended

2021	2022	2023	2024
43	330	465	807

One data point that might at first seem inconsequential at first is the number of follow-ups our team responded to. Most of these were previously-contacted clients that had called 911 and requested another meeting with one of our Co-Responders. In 2021 the number of these instances was 7. It grew to 62 in 2022, then 61 in 2023, and finally to 56 in 2024. In an acute show of direct-impact and instant-need the team responded to two suicidal threats in 2021. In 2022 that number grew to seven. In 2023 it was 48 and then 59 in 2024. Their most frequent type of call response by far was welfare checks. These could be either the team going out and initiating contact themselves or, more frequently, someone had called 911 asking that someone else be checked on. In 2021 the team responded to 18 welfare checks. In 2022 that number grew to 108. In 2023 it was 202 and then 410 in 2024.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Not only is each of the 1,645 responses a direct measure of the team's impact on our community; each of those calls is an opportunity for the team to hone their skills, better their craft, and to build trust with clients.

The table below details the outcomes of our Co-Responders' contacts for the past two years. The numbers show a few interesting things. First, the combined "Refused" and "Services Declined" numbers are extremely low. This shows the ability of our Team to connect with individuals and their ability to help clients understand their need of assistance. Referrals are being provided a high percentage of time and follow-ups and updates are being provided often. The more our team is able to connect, and reconnect, with clients, the better the chances they stay out of jail and are able to stay in treatment.

Contact Resolutions	2023	2024
Outreach Attempt	29	100
Person Check-In Only	64	180
Referral Completed	54	92
Refused	1	5
Service Provider Follow Up	62	43
Services Declined	11	29
Services Offered	45	119
Services Provided	40	97
Treatment Update	20	85

Description of Services Provided by our Mental Health Co-Responders

Because our Co-Responders more closely align themselves with crisis responders, they partner and communicate with multiple agencies and community partners that provide stabilization services for clients that are in need for these services. We frequently work with many non-profit organizations as well as King County Designated Crisis Responders in this capacity.

From the data provided in the "Number of People Served" section above, you see that our Co-Responders are often dealing with clients with either suicidal intentions or suicidal ideations. In these cases, our team relies on motivational interviewing and trauma informed care methods for assessing participants for dangers to self and others.

When it comes to our Mental Health Practitioners keeping themselves safe, a great deal of trust is placed on our patrol officers. Upon hiring, our Practitioners spend a great deal of time with officers to learn how best to stay safe. This includes operations briefings, ride-alongs, and debriefings. Once the Practitioners are on the street, they rely on their training and are urged to request an officer to standby at any time they feel uneasy. Most often, our Practitioners are co-dispatched with officers and the officers make the initial scene safe and often stick around to help through the duration of the contact. Because our Practitioners are considered members of our patrol group and are officially "Co-Responders", they each rely on the other a great deal.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

"High utilizers" are often referred directly to a recovery navigator as well as other inpatient and outpatient resources. For example, we've made referrals to Evergreen Treatment Services for methadone treatment and to Swedish Ballard's treatment program for pregnant women with substance abuse issues. Referrals are also made to the Mobile Crisis Team and to the Crisis Solution Center.

Budget and Use of Grant Funds

The Tukwila Police Department pays Sound Mental Health $17,000 each month. For this, Sound Mental Health provides us with our two Co-Responders and ensures that they continue to be properly trained and they provide oversight and serve as a reference for our Mental Health Practitioners. That amounts to $204,000 each year and $408,000 for the two-year grant period. The Tukwila Police Department covers all other costs associated with the Program. These costs include time spent managing the operations of the Program (Commander Glover and PD Analyst Jake Berry) as well as all equipment, uniforms, vehicles, and supplies the Practitioners need. I have estimated the cost of this in-kind/local-match contribution to be around $10,000 each year. The costs are greater at start-up because they include higher-cost/longer-duration items such as police radios and bullet-resistant vests (which are replaced according to NIJ and CJTC guidelines). Items such as uniforms, gear, footwear, etc are all covered by Tukwila and are replaced as needed.

If awarded, 100% of grant funds provided by WASPC will go towards the Sound Mental Health contractual fee that provides the Police Department with their two Co-Responders. If Sound Mental Health has to increase the costs upward from $17,000 per month, Tukwila will cover the incremental costs. Our goal is to make this grant partnership as close to a risk-free/worry-free investment as possible for WASPC.

Conclusion

The Tukwila Police Department, the City of Tukwila, and our Community are all very proud of the achievements made by our Co-Responders and the jail alternatives they have provided for the past several years. We consider each person, regardless of where they came from, how long they've been here, or the afflictions they're suffering to be a member of our community. As such, they each deserve the best and most comprehensive service we can provide. A key part of those services, and an integral part of our Tukwila Team, is our Mental Health Co-Responders. We've seen the impact they make on a daily basis. An impact made not only with the many clients they serve but also with the officers and command staff with whom they work.

Jail is *an* answer, not *the* answer. Through the collaborative efforts of our Co-Responders and the teams they work with, alternatives to jail are becoming more and more a norm as we seek longer-term solutions for our community. With the traction we've gained and the momentum we've gathered, we expect this investment to pay meaningful dividends for years to come.

We sincerely thank the Washington Association of Sheriffs and Police Chiefs and welcome the partnership that this grant program would provide.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

TO: WASPC Grant Review Board
FROM: Tukwila Police Department
BY: Jake Berry, Police Department Budget and Grants Analyst
DATE: March 3rd, 2025

SUBJECT: Program Timeline for 2025 Mental Health Field Response Team Grant Program

Implementation Timeline:
Tukwila's Co-Responder Program is established and operating today. We've endured our growing pains, learned from our challenges, and have built a program that our entire community is proud of. More than that, we've built a program that our community depends on. Our implementation timeline is non-existent. Grant funds invested in our Program will go directly towards ensuring that our Program "lives" for at least another two years. These two years are critical as it will give the City time to plan for its next biennial budget cycle to include this program within its General Funds budget.

An investment here will have an immediate, and known, impact. We have the pieces and parts in place. Everyone, from our Mental Health Co-Responders, patrol officers, patrol leadership, grants manager, and our city leadership understands their roles and have been operating in them well for years.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Budget Worksheet

*****THIS IS A MULTI YEAR BUDGET WORKSHEET*****

Please ensure that you provide all relevant informaton for each year.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Budget Worksheet Year 1

April 1, 2024 - June 30, 2024

Budget Worksheet

Purpose: The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including narrative) must be provided. Any category of expense not applicable to your budget may be left blank. A specific area is available at the end of this spreadsheet that allows for the identification and description of funds or items to be provided as program matching funds (cost sharing).

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentages of time, an example is 25.50% should be shown as 25.50)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
						$ -
						$ -
						$ -
						$ -
						$ -
					TOTAL Personnel	$ -

Personnel Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

B. Fringe Benefits - Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)

Description	Computation		Cost
	Base	Rate	
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
		TOTAL Fringe Benefits	$ -

Fringe Benefits Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

C. Travel - Itemize travel expense of staff and personnel by purpose (e.g., staff to training, advisory group meeting, field interviews, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
		Airfare						-	
		Local Travel						-	
		Other							
		Baggage Fee						-	
		Subtotal						-	**$** -

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:						-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:						-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other							
								-	
		Subtotal						-	$ -
								TOTAL Travel	$ -

Travel Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

D. Equipment - List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Item	Computation		Cost
	Quantity	Cost	
			$ -
			$ -
			$ -
			$ -
		TOTAL Equipment	$ -

Equipment Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

E. Supplies - List items by type (office supplies, postage, training materials, copy paper, and expendable equipment costs costing less than $5,000, such as books, hand held recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the project.

Supply Item	Computation		Cost
	Quantity/ Duration	Cost	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL Supplies	$ -

Supplies Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

F. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time on the project. Consultant fees in excess of $450 per day or $56.25 per hour require additional justification and prior approval from WASPC.

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
					$ -
					$ -
					$ -
					$ -
				Subtotal Consultants	$ -

Consultant Fee Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	**$** -
								Subtotal Consultant Expenses	$ -
								TOTAL Consultants	$ -

Consultant Expenses Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole-source contracts in excess of $100,000

Item	Cost
Sound Mental Health Contract/Agreement	$ 204,000.00
	$ -
	$ -
	$ -
TOTAL Contracts	$ 204,000.00

Contracts Narrative

Contract with Sound Mental Health provides for two Certified Mental Health Practitioners

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

G. Other Costs - List items (e.g. rent, reproduction, telephone, janitorial, or security services) by major type and the basis of computation. For example, provide the square footage of the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.

	Computation				
Description	**Quantity**	**Basis**	**Cost**	**Length of Time**	**Cost**
					$ -
					$ -
					$ -
					$ -
					$ -
				TOTAL Other Costs	$ -

Other Costs Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Budget Summary - When you have completed the budget worksheet, the totals for each category will appear in the spaces below. Verify the category and total dollars requested.

Funding Request Summary	
Budget Category	**Amount Requested**
A. Personnel	$ -
B. Fringe Benefits	$ -
C. Travel	$ -
D. Equipment	$ -
E. Supplies	$ -
F. Consultants/Contracts	$ 204,000.00
G. Other	$ -
TOTAL GRANT REQUEST	$ 204,000.00

Local Match - Use the space below to identify and describe the dollar amounts or items that will be provided as local match or cost sharing for your program. Note that everything listed here must be in conformance with 2 CFR § 200.306.

All other costs associated with the program are covered by the Tukwila Police Department. This includes time spent by the Patrol Commander, Financial Analyst, and other personnel. All supplies and equipment (radios, uniforms, boots, bullet-resistant vests, etc) are provided by the Department. The Local Match below is an estimate.

PROJECT COST TO APPLICANT (NOT INCLUDING FIGURES ABOVE)	$ 204,000.00

↑ + ↓

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

LOCAL MATCH (IF APPLICABLE)	$ 10,000.00
= ↓	
OVERALL PROGRAM VALUE	$ 214,000.00

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Budget Worksheet Year 2

July 1, 2024 - June 30, 2025

Budget Worksheet

Purpose: The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including narrative) must be provided. Any category of expense not applicable to your budget may be left blank. A specific area is available at the end of this spreadsheet that allows for the identification and description of funds or items to be provided as program matching funds (cost sharing).

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentages of time, an example is 25.50% should be shown as 25.50)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
						$ -
						$ -
						$ -
						$ -
						$ -
					TOTAL Personnel	$ -

Personnel Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

B. Fringe Benefits - Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)

Description	Computation		Cost
	Base	Rate	
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
		TOTAL Fringe Benefits	$ -

Fringe Benefits Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

C. Travel - Itemize travel expense of staff and personnel by purpose (e.g., staff to training, advisory group meeting, field interviews, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
		Airfare						-	
		Local Travel						-	
		Other							
		Baggage Fee						-	
		Subtotal						-	**$** -

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:						-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:						-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other							
								-	
		Subtotal						-	$ -
								TOTAL Travel	$ -

Travel Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

D. Equipment - List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Item	Computation		Cost
	Quantity	Cost	
			$ -
			$ -
			$ -
			$ -
		TOTAL Equipment	$ -

Equipment Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

E. Supplies - List items by type (office supplies, postage, training materials, copy paper, and expendable equipment costs costing less than $5,000, such as books, hand held recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the project.

Supply Item	Computation		Cost
	Quantity/ Duration	Cost	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL Supplies	$ -

Supplies Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

F. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time on the project. Consultant fees in excess of $450 per day or $56.25 per hour require additional justification and prior approval from WASPC.

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
					$ -
					$ -
					$ -
					$ -
				Subtotal Consultants	$ -

Consultant Fee Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	**$** -
								Subtotal Consultant Expenses	$ -
								TOTAL Consultants	$ -

Consultant Expenses Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole-source contracts in excess of $100,000

Item	Cost
Sound Mental Health Contract/Agreement	$ 204,000.00
	$ -
	$ -
	$ -
TOTAL Contracts	$ 204,000.00

Contracts Narrative

Contract with Sound Mental Health provides for two Certified Mental Health Practitioners

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

G. Other Costs - List items (e.g. rent, reproduction, telephone, janitorial, or security services) by major type and the basis of computation. For example, provide the square footage of the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.

	Computation				
Description	**Quantity**	**Basis**	**Cost**	**Length of Time**	**Cost**
					$ -
					$ -
					$ -
					$ -
					$ -
				TOTAL Other Costs	$ -

Other Costs Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Budget Summary - When you have completed the budget worksheet, the totals for each category will appear in the spaces below. Verify the category and total dollars requested.

Funding Request Summary	
Budget Category	**Amount Requested**
A. Personnel	$ -
B. Fringe Benefits	$ -
C. Travel	$ -
D. Equipment	$ -
E. Supplies	$ -
F. Consultants/Contracts	$ 204,000.00
G. Other	$ -
TOTAL GRANT REQUEST	$ 204,000.00

Local Match - Use the space below to identify and describe the dollar amounts or items that will be provided as local match or cost sharing for your program. Note that everything listed here must be in conformance with 2 CFR § 200.306.

All other costs associated with the program are covered by the Tukwila Police Department. This includes time spent by the Patrol Commander, Financial Analyst, and other personnel. All supplies and equipment (radios, uniforms, boots, bullet-resistant vests, etc) are provided by the Department. The Local Match below is an estimate.

PROJECT COST TO APPLICANT (NOT INCLUDING FIGURES ABOVE)	$ 204,000.00

↑ + ↓

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

LOCAL MATCH (IF APPLICABLE)	$ 10,000.00
= ↓	
OVERALL PROGRAM VALUE	$ 214,000.00

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

City of Tukwila
6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number: 23-097(a)
Council Approval 12/9/24

CONTRACT FOR SERVICES

Amendment #1

Between the City of Tukwila and Sound

That portion of Contract No. 23-097 between the City of Tukwila and Sound (f/k/a Sound Mental Health) is hereby amended as follows:

Section 4: Duration of agreement:
This agreement is in full force and effect commencing January 1, 2025 and ending December 31, 2025, unless sooner terminated under the provisions herein after specified.

Exhibit B: Compensation and Method of Payment:

1. For all co-responder services set forth in Exhibit A, the Contractor will be paid a total of $102,000 per year ending on December 31, 2025.
2. The Contractor shall invoice the City by the 10th day of each month following the month of service.
3. The Contractor and City Agree to conduct a mid-contract review to occur approximately May 2025 to evaluate filings and compensation.

All other provisions of the contract shall remain in full force and effect.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

City of Tukwila
6200 Southcenter Boulevard, Tukwila WA 98188

Dated this 23rd day of December 2024.

CITY OF TUKWILA

Signed by:
Thomas McLeod
8EE24380545B44C...
Thomas McLeod, Mayor

ATTEST/AUTHENTICATED:

DocuSigned by:
Melissa McCormick
D682573F93F2472...
FOR Andy Youn, City Clerk

APPROVED AS TO FORM:

Signed by:
Kari L. Sand
5E499CA4165E452...
Office of the City Attorney

CONTRACTOR:

By: _____

Printed Name: Katrina Egner

Title: President & CEO

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

City of Tukwila
6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number: 23-097
Council Approval 5/15/23

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and Sound (f/k/a Sound Mental Health), hereinafter referred to as "the Contractor," whose principal office is located at 6400 Southcenter Blvd, Tukwila, WA 98188.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed $102,000.
3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.

4. **Duration of Agreement.** This Agreement is in full force and effect commencing on January 1, 2023 and ending December 31, 2024, unless sooner terminated under the provisions hereinafter specified.

5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

6. **Indemnification.** Each party shall defend, indemnify and hold harmless the other party, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of either party.

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

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

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

      1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

      2. Commercial General Liability insurance with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

      3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

   B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

   C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. **Record Keeping and Reporting.**

A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. **Audits and Inspections.** 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 law during the performance of this Agreement.

10. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

13. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda,

represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

14. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, Washington 98188

Notices to the Contractor shall be sent to the following address:

6400 Southcenter Blvd
Tukwila WA 98188

16. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this 31st day of May, 2023.

CITY OF TUKWILA

DS ED

DocuSigned by:
Allan Ekberg
1F89FE09132B402...

Allan Ekberg, Mayor 5/31/2023 | 3:46 PM PDT

CONTRACTOR

DocuSigned by:
By: Katrina Egner
A66A4C1BEB7A48D...

Printed Name and Title: Katrina Egner
Interim CEO

Address: 6400 Southcenter Blvd
Tukwila, WA 98188

ATTEST/AUTHENTICATED:

DocuSigned by:
Christy O'Flaherty
88678483CB594E7...

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

DocuSigned by:
Kari L. Sand
5E499CA4165E452...

Office of the City Attorney

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

City of Tukwila / Sound

Exhibit A – Scope of Work

The Contractor will provide de-escalation, diversions and referrals to appropriate services as further described herein by providing a mental health professional, hereafter referred to as "CoResponder", to assist Tukwila Police Department ("TPD") officers.

The Contractor shall provide a CoResponder Wednesday through Saturday from 12pm-10pm to ride along with TPD officers.

Sound CoResponder will accompany assigned TPD Officer to dispatched calls. The intent will be to respond to the following types / nature of calls;

- Intoxication
- Substance Use / Abuse
- Welfare Check
- Suicide Prevention, Assessment, and Intervention
- Indecent Exposure
- Trespass / Unwanted Person
- Syringe Disposal / HRAC
- Disturbance
- Public Nuisance / Mental Health Crisis
- Domestic Violence
- Integrated Child Welfare

It is understood that a TPD Officer may have to respond to other types of calls when the CoResponder is in the vehicle.

The CoResponder will assist to de-escalate and provide guidance to divert individuals from jails and hospitalizations.

CoResponder will follow-up with previously engaged individuals to track progress and efficacy.

- Follow the direction of the officer at all times.

- Provide history checks for individuals identified in calls for service and advise officer of any safety or mental health concerns prior to making contact. This will occur preferably before contact but at a minimum before determining a resolution.

- Conduct In-field Assessments:
    - The TPD officer will instruct the CoResponder, as required, to remain in the patrol car or assist with initial contact. The CoResponder will not initiate contact with an individual until the TPD officer identifies the scene is safe and it is appropriate to do so.
    - CoResponder will conduct an initial assessment including a safety evaluation.

- CoResponder will collaborate with the officer and coordinate a resolution and defer any legal decisions to the officer.
- CoResponder will provide a follow up plan as needed.
- CoResponder will insure that all documentation is completed daily.

- Resolution:
  - Should a referral/drop-off to a facility (voluntary or involuntary) be deemed warranted, the following shall occur:
    - CoResponder is to contact identified facility to conduct a warm hand-off, speak to staff directly upon arrival.
    - CoResponder will document name and details of conversation with staff person receiving warm hand-off.
    - CoResponder will assist and coach the officer (as needed) in filling out any paperwork required by the facility.
  - Safety Plan:
    - If it is determined that the individual is appropriate for a safety plan the CoResponder will collaborate with the officer (as appropriate), the individual, and anyone the individual identifies (as appropriate).
  - CoResponder's use of a Custody Authorization:
    - CoResponders use of a Custody Authorization in the absence of completing a detention is to be avoided unless there is sufficient and imminent risk that if the individual is not taken in to custody that there is likely and expected harm. When a Custody Authorization is completed the CoResponder will coordinate with the officer to arrange transport. In most cases this will include having an ambulance dispatched but is at the discretion of the officer to provide transportation. CoResponder will arrive at destination facility with or shortly after the arrival of the individual to coordinate with an identified social worker. CoResponder is responsible for coordinating follow up for continued investigation pending medical clearance. Complete DCR investigation as required/indicated by including documentation, paperwork, and coordination with medical personnel.
  - In the event a CoResponder is expected to be off shift before the investigation can be concluded they will coordinate with the drop off/referral facility to establish appropriate coordination of care and document the identified Social Worker and clinician.
    - CoResponder will submit additional documentation of contact in a Word document that will later be provided to an officer. The officer will enter the document into the TPD's record keeping system (Spillman).
    - CoResponder and TPD officer will determine if and when the CoResponder should be returned to the TPD so that the TPD officer can continue normal patrol duties.

- CoResonder Detaining in the Field:
  - CoResponder is to follow all the policies and procedures of conducting and completing a mental health detention as is expected, this includes:
    - Arriving with or shortly after the detained individual at the identified facility to coordinate with that facility's social worker.

        - It is to be clearly stated that the individual is detained and follow up is to occur by contacting the CoResponder directly.
        - In the event a CoResponder is expected to be off shift before the conclusion of a mental health detention the CoResponder will coordinate with the facility and MOCT to establish appropriate coordination of care. Document the identified Social Worker and Crisis Team clinician and the CoResponder will submit additional documentation of contact in Spillman.

- TPD Officers may request follow ups for CoResponders.
    - CoResponders will prioritize follow ups by assessed need and provide an update to referring officer as appropriate.
    - Follow ups are intended to identify the best resources for clients to be referred to and to assist with coordinating those resources.
    - CoResponders do not carry a case load and ongoing follow up is at clinician discretion.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Exhibit B- Compensation and Method of Payment

1. **For all co-responder services set forth in Exhibit A, the Contractor will be paid a total of $102,000 per year ending on December 31, 2024.**

2. **The Contractor shall invoice the city by the 10th day of each month following the month of service.**

3. **The Contractor and the City agree to conduct a mid-contract review to occur approximately January 2024 to evaluate filings and compensation.**

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

City of Tukwila
6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number: 23-098(b)
Council Approval 12/9/24

CONTRACT FOR SERVICES

Amendment #2

Between the City of Tukwila and Sound

That portion of Contract No. 23-098 between the City of Tukwila and Sound (f/k/a Sound Mental Health) is hereby amended as follows:

Section 4: Duration of agreement:
This agreement is in full force and effect commencing January 1, 2025 and ending December 31, 2025, unless sooner terminated under the provisions herein after specified.

Exhibit B: Compensation and Method of Payment:

1. For all co-responder services set forth in Exhibit A, the Contractor will be paid a total of $102,000 per year ending on December 31, 2025.
2. The Contractor shall invoice the City by the 10th day of each month following the month of service.
3. The Contractor and City Agree to conduct a mid-contract review to occur approximately May 2025 to evaluate filings and compensation.

All other provisions of the contract shall remain in full force and effect.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

City of Tukwila
6200 Southcenter Boulevard, Tukwila WA 98188

Dated this 23rd day of December 2024.

CITY OF TUKWILA

Signed by:
Thomas McLeod
8EE24380545B44C...
Thomas McLeod, Mayor

CONTRACTOR:

By: _____

Printed Name: Katrina Egner

Title: President & CEO

ATTEST/AUTHENTICATED:

DocuSigned by:
Melissa McCormick
D682573F93F2472...
FOR Andy Youn, City Clerk

APPROVED AS TO FORM:

Signed by:
Kari L. Sand
5E499CA4165E452...
Office of the City Attorney

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number: 23-098a
Council Approval 8/19/24

CONTRACT FOR SERVICES

Amendment #1

Between the City of Tukwila and Sound

That portion of Contract No. 23-098 between the City of Tukwila and Sound (f/k/a Sound Mental Health) is hereby amended as follows:

Section 4: Duration of agreement:
This agreement is in full force and effect commencing January 1, 2024 and ending December 31, 2024, unless sooner terminated under the provisions herein after specified.

All other provisions of the contract shall remain in full force and effect.

Dated this 30th day of August, 2024

***** City signatures to be obtained by City Clerk's Staff ONLY. *****

CITY OF TUKWILA

Signed by:
Thomas McLeod
8EE24380545B44C...
Thomas McLeod, Mayor

ATTEST/AUTHENTICATED:

Signed by:
3D04AB9746FA4E8...
Andy Youn, City Clerk

APPROVED AS TO FORM:

Signed by:
Kari L. Sand
5E499CA4165E452...
Office of the City Attorney

***** Contractor signature to be obtained by sponsor staff. *****

CONTRACTOR:

By:

Printed Name: Katrina Egner

Title: President & CEO

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

City of Tukwila
6200 Southcenter Boulevard, Tukwila WA 98188

Contract Number: 23-098
Council Approval 5/15/23

CONTRACT FOR SERVICES

This Agreement is entered into by and between the City of Tukwila, Washington, a non-charter optional municipal code city hereinafter referred to as "the City," and Sound (f/k/a Sound Mental Health), hereinafter referred to as "the Contractor," whose principal office is located at 6400 Southcenter Blvd, Tukwila, WA 98188.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Scope and Schedule of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed $102,000.

3. **Contractor Budget.** The Contractor shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement. The Contractor shall request prior approval from the City whenever the Contractor desires to amend its budget in any way.

4. **Duration of Agreement.** This Agreement is in full force and effect commencing April 24, 2023 and ending December 31, 2023, unless sooner terminated under the provisions hereinafter specified.

5. **Independent Contractor.** Contractor and City agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of the Contractor.

6. **Indemnification.** Each party shall defend, indemnify and hold harmless the other party, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of either party.

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

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

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

      1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident. Automobile liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

      2. Commercial General Liability insurance with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

      3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

   B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

   C. **Other Insurance Provision.** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

   D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

E. **Verification of Coverage.** Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

F. **Subcontractors.** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

G. **Notice of Cancellation.** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

H. **Failure to Maintain Insurance.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

8. **Record Keeping and Reporting.**

A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. **Audits and Inspections.** 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 law during the performance of this Agreement.

10. **Termination.** This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Contractor's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.

12. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the City.

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

14. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

15. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk, City of Tukwila
6200 Southcenter Blvd.
Tukwila, WA 98188

Notices to the Contractor shall be sent to the following address:

Sound Health
6400 Southcenter Blvd
Tukwila WA 98188

16. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this 31st day of May, 2023.

CITY OF TUKWILA

DS ED

DocuSigned by:
Allan Ekberg
1F89FE09132B402...

Allan Ekberg, Mayor 5/31/2023 | 3:51 PM PDT

CONTRACTOR

DocuSigned by:
By: katrina Egner
A66A4C1BE87A43D...

Printed Name and Title: Katrina Egner
Interim CEO

Address: 6400 Southcenter Blvd
Tukwila WA 98188

ATTEST/AUTHENTICATED:

DocuSigned by:
Christy O'Flaherty
88678483CB594E7...

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

DocuSigned by:
Kari L. Sand
5E499CA4165E452...

Office of the City Attorney

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

City of Tukwila / Sound

Exhibit A – Scope of Work

The Contractor will provide de-escalation, diversions and referrals to appropriate services as further described herein by providing a mental health professional, hereafter referred to as "CoResponder", to assist Tukwila Police Department ("TPD") officers.

The Contractor shall provide a CoResponder Sunday through Wednesday from 12pm-10pm to ride along with TPD officers.

Sound CoResponder will accompany assigned TPD Officer to dispatched calls. The intent will be to respond to the following types / nature of calls;

- Intoxication
- Substance Use / Abuse
- Welfare Check
- Suicide Prevention, Assessment, and Intervention
- Indecent Exposure
- Trespass / Unwanted Person
- Syringe Disposal / HRAC
- Disturbance
- Public Nuisance / Mental Health Crisis
- Domestic Violence
- Integrated Child Welfare

It is understood that a TPD Officer may have to respond to other types of calls when the CoResponder is in the vehicle.

The CoResponder will assist to de-escalate and provide guidance to divert individuals from jails and hospitalizations.

CoResponder will follow-up with previously engaged individuals to track progress and efficacy.

- Follow the direction of the officer at all times.

- Provide history checks for individuals identified in calls for service and advise officer of any safety or mental health concerns prior to making contact. This will occur preferably before contact but at a minimum before determining a resolution.

- Conduct In-field Assessments:
    - The TPD officer will instruct the CoResponder, as required, to remain in the patrol car or assist with initial contact. The CoResponder will not initiate contact with an individual until the TPD officer identifies the scene is safe and it is appropriate to do so.
    - CoResponder will conduct an initial assessment including a safety evaluation.

- CoResponder will collaborate with the officer and coordinate a resolution and defer any legal decisions to the officer.
- CoResponder will provide a follow up plan as needed.
- CoResponder will insure that all documentation is completed daily.

- Resolution:
  - Should a referral/drop-off to a facility (voluntary or involuntary) be deemed warranted, the following shall occur:
    - CoResponder is to contact identified facility to conduct a warm hand-off, speak to staff directly upon arrival.
    - CoResponder will document name and details of conversation with staff person receiving warm hand-off.
    - CoResponder will assist and coach the officer (as needed) in filling out any paperwork required by the facility.
  - Safety Plan:
    - If it is determined that the individual is appropriate for a safety plan the CoResponder will collaborate with the officer (as appropriate), the individual, and anyone the individual identifies (as appropriate).
  - CoResponder's use of a Custody Authorization:
    - CoResponders use of a Custody Authorization in the absence of completing a detention is to be avoided unless there is sufficient and imminent risk that if the individual is not taken in to custody that there is likely and expected harm. When a Custody Authorization is completed the CoResponder will coordinate with the officer to arrange transport. In most cases this will include having an ambulance dispatched but is at the discretion of the officer to provide transportation. CoResponder will arrive at destination facility with or shortly after the arrival of the individual to coordinate with an identified social worker. CoResponder is responsible for coordinating follow up for continued investigation pending medical clearance. Complete DCR investigation as required/indicated by including documentation, paperwork, and coordination with medical personnel.
  - In the event a CoResponder is expected to be off shift before the investigation can be concluded they will coordinate with the drop off/referral facility to establish appropriate coordination of care and document the identified Social Worker and clinician.
    - CoResponder will submit additional documentation of contact in a Word document that will later be provided to an officer. The officer will enter the document into the TPD's record keeping system (Spillman).
    - CoResponder and TPD officer will determine if and when the CoResponder should be returned to the TPD so that the TPD officer can continue normal patrol duties.

- CoResonder Detaining in the Field:
  - CoResponder is to follow all the policies and procedures of conducting and completing a mental health detention as is expected, this includes:
    - Arriving with or shortly after the detained individual at the identified facility to coordinate with that facility's social worker.

        - It is to be clearly stated that the individual is detained and follow up is to occur by contacting the CoResponder directly.
        - In the event a CoResponder is expected to be off shift before the conclusion of a mental health detention the CoResponder will coordinate with the facility and MOCT to establish appropriate coordination of care. Document the identified Social Worker and Crisis Team clinician and the CoResponder will submit additional documentation of contact in Spillman.

- TPD Officers may request follow ups for CoResponders.
    - CoResponders will prioritize follow ups by assessed need and provide an update to referring officer as appropriate.
    - Follow ups are intended to identify the best resources for clients to be referred to and to assist with coordinating those resources.
    - CoResponders do not carry a case load and ongoing follow up is at clinician discretion.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Exhibit B- Compensation and Method of Payment

1. **For all co-responder services set forth in Exhibit A, the Contractor will be paid a prorated amount from April 24, 2023 to December 31, 2023, based on the full year contract rate of $102,000 per year for 2023.**

2. **The Contractor shall invoice the city by the 10th day of each month following the month of service.**

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

FINAL

Budget Worksheet

*****THIS IS A MULTI YEAR BUDGET WORKSHEET*****

Please ensure that you provide all relevant informaton for each year.

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Budget Worksheet Year 1

July 1, 2025 - June 30, 2026

Budget Worksheet

Purpose: The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including narrative) must be provided. Any category of expense not applicable to your budget may be left blank. A specific area is available at the end of this spreadsheet that allows for the identification and description of funds or items to be provided as program matching funds (cost sharing).

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentages of time, an example is 25.50% should be shown as 25.50)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
		-	0	0	0	$ -
						$ -
						$ -
						$ -
						$ -
					TOTAL Personnel	$ -

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Personnel Narrative

B. Fringe Benefits - Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)

Description	Computation		Cost
	Base	Rate	
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
		TOTAL Fringe Benefits	$ -

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Fringe Benefits Narrative

C. Travel - Itemize travel expense of staff and personnel by purpose (e.g., staff to training, advisory group meeting, field interviews, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
		Airfare						-	
		Local Travel						-	
		Other							
		Baggage Fee						-	
		Subtotal						-	$ -
Purpose of Travel	**Location**	**Computation**							**Cost**

		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other							
								-	
		Subtotal						-	$ -
Purpose of Travel	**Location**	**Computation**							**Cost**
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other							
								-	
		Subtotal						-	$ -
Purpose of Travel	**Location**	**Computation**							**Cost**
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	

		Transportation:							
								-	
		Local Travel						-	
		Other							
								-	
		Subtotal						-	**$** -
								TOTAL Travel	$ -

Travel Narrative

D. Equipment - List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Item	**Computation**		**Cost**
	Quantity	**Cost**	
			$ -
			$ -
			$ -

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

			$ -
		TOTAL Equipment	$ -

Equipment Narrative

E. Supplies - List items by type (office supplies, postage, training materials, copy paper, and expendable equipment costs costing less than $5,000, such as books, hand held recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the project.

Supply Item	**Computation**		**Cost**
	Quantity/ Duration	**Cost**	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL Supplies	$ -

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Supplies Narrative

F. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time on the project. Consultant fees in excess of $450 per day or $56.25 per hour require additional justification and prior approval from WASPC.

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
					$ -
					$ -
					$ -
					$ -
				Subtotal Consultants	$ -

Consultant Fee Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							

								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
Purpose of Travel	**Location**	**Computation**							**Cost**
		Item	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**	**Cost**	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
								Subtotal Consultant Expenses	$ -
								TOTAL Consultants	$ -

Consultant Expenses Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole-source contracts in excess of $100,000

Item	Cost
Sound Mental Health Contract/Agreement	$ 137,700.00
	$ -
	$ -
	$ -
TOTAL Contracts	$ 137,700.00

Contracts Narrative

Contract with Sound Mental to provide two certified Mental Health Professionals to embed within Tukwila's patrol division.

G. Other Costs - List items (e.g. rent, reproduction, telephone, janitorial, or security services) by major type and the basis of computation. For example, provide the square footage of the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.

	Computation				
Description	**Quantity**	**Basis**	**Cost**	**Length of Time**	**Cost**
					$ -

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

					$ -
					$ -
					$ -
					$ -
				TOTAL Other Costs	$ -

Other Costs Narrative

Budget Summary - When you have completed the budget worksheet, the totals for each category will appear in the spaces below. Verify the category and total dollars requested.

Funding Request Summary	
Budget Category	**Amount Requested**
A. Personnel	$ -
B. Fringe Benefits	$ -
C. Travel	$ -
D. Equipment	$ -
E. Supplies	$ -
F. Consultants/Contracts	$ 137,700.00

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

G. Other	$ -
TOTAL GRANT REQUEST	$ 137,700.00

Local Match - Use the space below to identify and describe the dollar amounts or items that will be provided as local match or cost sharing for your program. Note that everything listed here must be in conformance with 2 CFR § 200.306.

All other costs associated with the program are covered by the Tukwila Police Department. This includes time spent by the Patrol Commander, Financial Analyst, and other personnel. All supplies and equipment (radios, uniforms, boots, bullet-resistant vests, etc) are provided by the Department (this portion estimated to be $10,000. The Local Match below is an estimate. The local match includes also the difference between the full amount billed to Tukwila PD for the two MHPs and the grant award amount provided by the WASPC MHFR program (this portion estimated to be $66,300).

PROJECT COST TO APPLICANT (NOT INCLUDING FIGURES ABOVE)	$ 137,700.00
↑ + ↓	
LOCAL MATCH (IF APPLICABLE)	$ 76,300.00
= ↓	
OVERALL PROGRAM VALUE	$ 214,000.00

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Budget Worksheet Year 2

July 1, 2026 - June 30, 2027

Budget Worksheet

Purpose: The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including narrative) must be provided. Any category of expense not applicable to your budget may be left blank. A specific area is available at the end of this spreadsheet that allows for the identification and description of funds or items to be provided as program matching funds (cost sharing).

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentages of time, an example is 25.50% should be shown as 25.50)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
						$ -
						$ -
						$ -
						$ -
						$ -
					TOTAL Personnel	$ -

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Personnel Narrative

B. Fringe Benefits - Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)

Description	Computation		Cost
	Base	Rate	
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
		TOTAL Fringe Benefits	$ -

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Fringe Benefits Narrative

C. Travel - Itemize travel expense of staff and personnel by purpose (e.g., staff to training, advisory group meeting, field interviews, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
		Airfare						-	
		Local Travel						-	
		Other							
		Baggage Fee						-	
		Subtotal						-	$ -
Purpose of Travel	**Location**	**Computation**							**Cost**

		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other							
								-	
		Subtotal						-	$ -
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other							
								-	
		Subtotal						-	$ -
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	

		Transportation:							
								-	
		Local Travel						-	
		Other							
								-	
		Subtotal						-	**$** -
								TOTAL Travel	$ -

Travel Narrative

D. Equipment - List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Item	**Computation**		**Cost**
	Quantity	**Cost**	
			$ -
			$ -
			$ -

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

			$ -
		TOTAL Equipment	$ -

Equipment Narrative

E. Supplies - List items by type (office supplies, postage, training materials, copy paper, and expendable equipment costs costing less than $5,000, such as books, hand held recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the project.

Supply Item	**Computation**		**Cost**
	Quantity/ Duration	**Cost**	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL Supplies	$ -

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Supplies Narrative

F. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time on the project. Consultant fees in excess of $450 per day or $56.25 per hour require additional justification and prior approval from WASPC.

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
					$ -
					$ -
					$ -
					$ -
				Subtotal Consultants	$ -

Consultant Fee Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							

								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
Purpose of Travel	**Location**	**Computation**							**Cost**
		Item	**Cost Rate**	**Basis for Rate**	**Quantity**	**Number of People**	**Number of Trips**	**Cost**	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
								-	
		Local Travel						-	
		Other						-	
		Subtotal						-	$ -
								Subtotal Consultant Expenses	$ -
								TOTAL Consultants	$ -

Consultant Expenses Narrative

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole-source contracts in excess of $100,000

Item	Cost
Sound Mental Health Contract/Agreement	$ 130,050.00
	$ -
	$ -
	$ -
TOTAL Contracts	$ 130,050.00

Contracts Narrative

Contract with Sound Mental to provide two certified Mental Health Professionals to embed within Tukwila's patrol division.

G. Other Costs - List items (e.g. rent, reproduction, telephone, janitorial, or security services) by major type and the basis of computation. For example, provide the square footage of the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.

	Computation				
Description	**Quantity**	**Basis**	**Cost**	**Length of Time**	**Cost**
					$ -

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

					$ -
					$ -
					$ -
					$ -
				TOTAL Other Costs	$ -

Other Costs Narrative

Budget Summary - When you have completed the budget worksheet, the totals for each category will appear in the spaces below. Verify the category and total dollars requested.

Funding Request Summary	
Budget Category	**Amount Requested**
A. Personnel	$ -
B. Fringe Benefits	$ -
C. Travel	$ -
D. Equipment	$ -
E. Supplies	$ -
F. Consultants/Contracts	$ 130,050.00

Docusign Envelope ID: 511CE6D2-6130-40CC-9F99-4983506D0375

G. Other	$ -
TOTAL GRANT REQUEST	$ 130,050.00

Local Match - Use the space below to identify and describe the dollar amounts or items that will be provided as local match or cost sharing for your program. Note that everything listed here must be in conformance with 2 CFR § 200.306.

All other costs associated with the program are covered by the Tukwila Police Department. This includes time spent by the Patrol Commander, Financial Analyst, and other personnel. All supplies and equipment (radios, uniforms, boots, bullet-resistant vests, etc) are provided by the Department (this portion estimated to be $10,000. The Local Match below is an estimate. The local match includes also the difference between the full amount billed to Tukwila PD for the two MHPs and the grant award amount provided by the WASPC MHFR program (this portion estimated to be $73,950).

PROJECT COST TO APPLICANT (NOT INCLUDING FIGURES ABOVE)	$ 130,050.00
↑ + ↓	
LOCAL MATCH (IF APPLICABLE)	$ 83,950.00
= ↓	
OVERALL PROGRAM VALUE	$ 214,000.00

INFORMATIONAL MEMORANDUM

TO: **Community Services & Safety Committee**
Thomas McLeod, City of Tukwila Mayor

FROM: **Pete Mayer, Parks & Recreation Director**
BY: **David Rosen, Parks & Recreation Analyst**

DATE: **August 18, 2025**

SUBJECT: **Grant Acceptance: Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP) Water Access Grant**

ISSUE

The City of Tukwila Parks & Recreation Department has been awarded a $1,810,000 grant administered through the RCO WWRP-Water Access program. Per city policy, a grant agreement for this amount of funding requires city council approval before the Mayor may sign the contract for execution and recording.

BACKGROUND

Enhancing and improving the Tukwila Community Center campus was identified as a priority project in the 2020 Parks, Recreation and Open Space (PROS) Plan. In 2024, the City of Tukwila contracted with the Berger Partnership to engage in a park master planning process for the Tukwila Community Center Campus. This work led to the creation of concept plans for a Tukwila Community Center Riverside Campus and Canoe Launch, a re-imagining of the Duwamish River waterfront located onsite. The Parks and Recreation Advisory Committee reviewed the conceptual master plan in April of 2024.

In the Spring of 2024, department staff sought to prepare and submit a grant application to the Washington Wildlife and Recreation Program (WWRP) Water Access program, which specifically provides funding to “create access to shorelines for non-motorized, water-related recreation activities such as boating and fishing”. Prior to submitting and consistent with City policy, staff obtained Council approval on August 19th, 2024, recorded as City Resolution 2100, to pursue the grant, which requires a 50% or one-to-one match share from the City. In addition, the City must contribute at least 10% of the total cost of the project in the form of a local contribution (not from a state or federal source). The City’s match requirements will be met via funding from the King County Parks Levy.

RCO administered grant applications are accepted, evaluated, and ranked in even-numbered years. The Recreation and Conservation Funding Board (RCFB) awards funding in odd-numbered years, upon the State Legislature approving the State capital budget. Of the 12 projects submitted across the state, Tukwila’s project ranked 4th and was awarded its full funding request on June 24, 2025.

The City’s 2025-2030 Capital Improvement Program (CIP) defines the TCC Campus Master Plan project (#72530301), including estimated project costs and funding sources. Staff are taking the next step in executing the approved project.

DISCUSSION

Project Overview

The Tukwila Community Center Riverside Campus and Canoe Launch re-develops the Duwamish River waterfront onsite into a nature-focused community gathering space, bringing the river and native Washington flora within reach of community members and park users. Improvements to the campus are planned to include but are not limited to, improvements to the campus trail loop to allow for ADA access, a brand-new boardwalk/walkway adjacent to the Duwamish River, improved picnic areas, a non-motorized watercraft launch site, an ADA-accessible river overlook tower, and a log jam seating wall facing the Duwamish River. Additionally, ecological restoration will be completed along the riverbank. These elements will provide new recreation and community gathering opportunities for all Tukwila Community Center visitors.

The WWRP-Water Access Grant will provide $1.81M in state grant funding, equivalent to approximately 50% of the total estimated project cost (design development, construction drawings, construction, and project management) of $3.62M at the time of the grant application's submission. Currently, department staff continue to work with the Berger Partnership and its subcontractors to complete project scoping, and estimation to confirm the total project cost before eventual construction. This work will cost approximately $90,000 and lead to completion of construction documents and provision of a final project budget estimate. These materials will be brought before council before the issuance of an RFP for construction contractors, currently planned for release in Fiscal Year 2027.

The immediate next phases of work by the Berger Partnership and supported by the grant and matching funds include local, state and federal permit applications, 60% design, construction drawings, bid preparation and contract administration, project management. Preliminary project milestones include:

Year	Milestone	Target Date
2025	Project Start	8/1/25
2026	Permit Application	1/15/26
	60% Design Turn-In to RCO	4/1/26
2027	SEPA/NEPA Completion	1/15/27
	All Bid Docs/Plans Turn-In to RCO	4/1/27
	Construction Started	10/1/27
2028	50% Construction Completion	4/1/28
	90% Construction Completion	8/1/28
	Construction Completion	10/1/28
	Agreement End Date	12/31/28

Note: The dates above are subject to change

Grant Agreement

Per RCO guidelines, the agreement shall have an initial term of approximately three and a half years, starting on 8/1/2025 and currently ending on 12/31/28. However, if necessary, the city may seek extensions to allow for project completion. The grant agreement includes a description of the intended use and purpose of a funded project and the long-term obligations, including provisions should there be a change in use of the area as a park and recreation site. It also contains Standard Terms and Conditions which provides a comprehensive list of the contractual obligations. The remainder of the grant agreement includes other documents, such as eligible scope activities and legal description.

The grant agreement has been reviewed and approved to form by the City Attorney.

FINANCIAL IMPACT

The City's 50% match requirement may be any combination of appropriations and cash, Conservation Futures, donations, in-kind labor, equipment and/or materials, other federal, state local and private grants, local impact and mitigation fees and other sources. As stated previously, the City must also ensure at least 10% of the total cost of the project is matched in a form other than a state or federal grant. Both match requirements will be met using funding from the King County Parks Levy.

Fund Source	Amount	Status
King County Parks Levy Open Spaces River Corridors Grant	$1,000,000	Secured
King County 2026-2031 Parks Levy Earmark	$1,000,000	Secured
	$2,000,000	

Per the Project Funding Section (Page 2) of the proposed grant agreement, approval of this contract encumbers $1,810,000 (50% of proposed $3,620,000 total project cost) of funds within the Land Acquisition, Recreation, and Park Development Fund (301). The city has adequate funding on hand and/or secured to provide these matching funds as provided in the table above. Approval of the proposed grant agreement does not create any net General Fund inflows or outflows.

The City has $3,810,000 in total funding secured for this project at this time, department staff continue to research other funding sources that may be secured or utilized if needed.

RECOMMENDATION

City staff recommend the Community Services and Safety Committee forward the proposed grant agreement to the September 15th Regular Meeting Consent Agenda for final approval.

ATTACHMENTS

A --- Proposed Grant Agreement with Washington State RCO (Project 24-1802D)
B --- Proposed TCC Riverside Campus and Canoe Launch Concept Plan
C --- Proposed TCC Campus Master Plan Concept

Project Sponsor: Tukwila Parks & Recreation Department **Project Number:** 24-1802D

Project Title: Community Center Riverside Trail and Canoe Launch **Approval Date:** 06/24/2025

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and by and through the Tukwila Parks & Recreation Department (Sponsor, and primary Sponsor), 12424 - 42nd Ave S, Tukwila, WA 98168, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The City of Tukwila will use this grant to improve water access to the Duwamish River at Tukwila Community Center Park. The project will provide multiple ways for the public to access and enjoy the river, including a canoe launch, log jam seating feature, river overlook tower, and trail and boardwalk improvements along the river. The project also includes picnic shelters and landscaping. The primary recreation opportunities provided by this project are hand launch boating and passive recreation along the river.

PERIOD OF PERFORMANCE

The period of performance begins on August 1, 2025 (project start date) and ends on December 31, 2028 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this development project, the Sponsor's long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed $1,810,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - WWRP - Water Access	50.00%	$1,810,000.00	State
Project Sponsor	50.00%	$1,810,000.00	
Total Project Cost	100.00%	$3,620,000.00	

At the direction of the legislature and RCO best practices, sponsors must utilize the project funds in a timely and efficient manner in accordance with the project milestones set forth in this Agreement. Projects not aptly progressing towards completion may have funding rescinded.

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Development Projects - Manual 4
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- WWRP - Recreation Programs - Manual 10a

SPECIAL CONDITIONS

None

SPECIAL CONDITIONS - CULTURAL RESOURCES

CONDITION APPLIES TO THE FOLLOWING AREA(S): Tukwila Community Center Riverside Trail & Play Area

State - RCO Lead: DAHP excavation permit required: This agreement requires compliance with Executive Order 21-02. RCO has completed the initial consultation for this project and a cultural resources survey is required to facilitate archaeological site avoidance, a DAHP excavation permit may also be required. The cultural resources survey must include documentation of any above or below ground archaeological resources as well as any possible historic structures or buildings that may be affected by the project. The Sponsor must submit final reports for any investigations or monitoring to RCO and receive a notice of cultural resources completion. Project actions started without approval will be considered a breach of contract. If archaeological or historic materials are discovered while conducting project actions, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

State - RCO Lead: Survey required: This agreement requires compliance with Executive Order 21-02. RCO has completed initial consultation for this project and a cultural resources survey is required. The cultural resources survey must include documentation of any above or below ground archaeological resources as well as any possible historic structures or buildings in the project area. The Sponsor must submit the results of the cultural resources survey to RCO and receive a notice of cultural resources completion. Project actions started without approval will be considered a breach of contract. If archaeological or historic materials are discovered while conducting project activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact
David Rosen
Fiscal Analyst
12424 42nd Ave S
Tukwila, WA 98168
david.rosen@tukwilawa.gov

RCO Contact
Hayley Dalgetty
Senior Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
hayley.dalgetty@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 24-1802, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

Tukwila Parks & Recreation Department

By: _____ **Date:** _____

Name (printed): _____

Title: _____

State of Washington Recreation and Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: _____ **Date:** _____

FOR Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _____ **Date:** 01/31/2025

Assistant Attorney General

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Development Metrics

Worksite #1, Tukwila Community Center

General Site Improvements

Construct picnic shelter

Number of group picnic shelters:	4 new, 0 renovated

Develop circulation paths or access routes

Enter length of circulation paths and routes by surface type:	
Concrete	2000
Lighting provided (yes/no):	No

Develop viewpoint

Number of designated viewpoints:	1 new, 0 renovated
Select the viewpoint structures:	View shelter ADA-accessible lookout tower with walkway

Install general site structures

Select one or more of the sheltered structures included in the project:	None
Select one or more of the surface structures included in the project:	Seating wall Log jam seating feature

Landscaping improvements

Acres of landscaped area :	2.83
Select the landscape features:	Grass/turf, Native vegetation, Trees/shrubs

Site Preparation

General site preparation

Trails

Trail development

Miles of hard surfaced trail developed / renovated by surface type:	
Boardwalk	0.05
Concrete	0.15
Miles of natural surfaced trail developed / renovated by surface type:	
Natural surface	0.00
Select the trail structures :	None

Water Access

Develop hand launch facilities

Number of hand launches:	1 new, 0 renovated
Select the type of hand launch facility:	Natural

Cultural Resources

Cultural resources

Permits

Obtain permits

Architectural & Engineering

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
	Project Start	08/01/2025	
	Design Initiated	09/01/2025	
	Cultural Resources Study	11/01/2025	Cultural Resources Survey Report Required. Includes recording arch. sites and built environment (houses, structures, parks, sports fields) over 45 years old in APE on Site/Isolate Forms or HPI Forms. See CR Special Condition for details.
	Applied for Permits	01/15/2026	
	Progress Report Due	01/31/2026	
	Other	03/01/2026	Inform RCO of whether DNR lease/permit/easement is required (if so, amendment to add DNR property to grant may be needed).
	60% Plans to RCO	04/01/2026	
	Annual Project Billing Due	07/31/2026	
	Progress Report Due	07/31/2026	
	SEPA/NEPA Completed	01/15/2027	
	Progress Report Due	01/31/2027	
	Cultural Resources	02/01/2027	Evidence that DAHP Permit has been obtained.
	All Bid Docs/Plans to RCO	04/01/2027	
	RCO Notice to Proceed	05/01/2027	Receive Notice to Proceed from RCO prior to any ground disturbance.
	Bid Awarded/Contractor Hired	06/01/2027	
	Annual Project Billing Due	07/31/2027	
	Progress Report Due	07/31/2027	
	Construction Started	10/01/2027	
	Progress Report Due	01/31/2028	
	RCO Interim Inspection	04/01/2028	
	50% Construction Complete	04/01/2028	
	Annual Project Billing Due	07/31/2028	
	Progress Report Due	07/31/2028	
	90% Construction Complete	08/01/2028	
	Construction Complete	10/01/2028	
	Funding Acknowl Sign Posted	10/15/2028	
	Cultural Resources	11/01/2028	DAHP letter stating that Permit has been satisfactorily closed.
	RCO Final Inspection	11/01/2028	
	Cultural Resources Complete	11/15/2028	Cultural Resources work is complete when either an IDP has been provided by the CR Unit and signed by the Sponsor, or (if applicable) the final Monitoring Report has been submitted and accepted by DAHP.
	Final Billing Due	12/01/2028	
	Final Report Due	12/05/2028	
	Agreement End Date	12/31/2028	

Standard Terms and Conditions of the Recreation and Conservation Office

Table of Contents

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE 9
CITATIONS, HEADINGS AND DEFINITIONS 9
PERFORMANCE BY THE SPONSOR 12
ASSIGNMENT 12
RESPONSIBILITY FOR PROJECT 12
INDEMNIFICATION 12
INDEPENDENT CAPACITY OF THE SPONSOR 13
CONFLICT OF INTEREST 13
COMPLIANCE WITH APPLICABLE LAW 13
ARCHAEOLOGICAL AND CULTURAL RESOURCES 14
RECORDS 15
PROJECT FUNDING 15
PROJECT REIMBURSEMENTS 16
RECOVERY OF PAYMENTS 16
COVENANT AGAINST CONTINGENT FEES 16
INCOME (AND FEES) AND USE OF INCOME 17
PROCUREMENT REQUIREMENTS 17
TREATMENT OF EQUIPMENT AND ASSETS 17
RIGHT OF INSPECTION 18
STEWARDSHIP AND MONITORING 18
PREFERENCES FOR RESIDENTS 18
ACKNOWLEDGMENT AND SIGNS 18
PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS 18
LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS 19
CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS 19
ORDER OF PRECEDENCE 20
LIMITATION OF AUTHORITY 20
WAIVER OF DEFAULT 20
APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH 20
SPECIFIC PERFORMANCE 20
TERMINATION AND SUSPENSION 21
DISPUTE HEARING 22
ATTORNEYS' FEES 22
GOVERNING LAW/VENUE 22
SEVERABILITY 22
END OF STANDARD TERMS AND CONDITIONS 22

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 07/08/2025.

CITATIONS, HEADINGS AND DEFINITIONS

A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.

B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled "RCO GRANT AGREEMENT" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the "RCO director" for the term "board" in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for the term "board" or "agency" in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term "development project" includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R 86.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or $5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.

- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor’s agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor’s agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor’s negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor’s own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor’s waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor’s employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor’s agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or

communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.

C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

    1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.

    2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization

affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

A. Project Review. RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.

1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.

B. Termination. RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.

C. Notice To Proceed. No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.

D. Compliance and Indemnification. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

E. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.

F. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:

1) Keep the IDP at the project site.

2) Make the IDP readily available to anyone working at the project site.

3) Discuss the IDP with staff and contractors working at the project site.

4) Implement the IDP when cultural resources or human remains are found at the project site.

G. Inadvertent Discovery

1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.

2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.

a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).

b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.

B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

A. **Authority**. This Agreement and funding is made available to Sponsor through the RCO.

B. **Additional Amounts**. The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.

C. **Before the Agreement**. No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

D. **After the Period of Performance**. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.

B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.

C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.

D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:

1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.

2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO;Grant related fiscal transactions are complete, and

3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.

B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:

1) The Sponsor's matching resources;

2) The project's total cost;

3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;

4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;

5) Capital expenses for similar acquisition and/or development and renovation; and/or

6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.

C. **Fees**. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:

1) Grant program laws, rules, and applicable manuals;

2) Value of any service(s) furnished;

3) Value of any opportunities furnished; and

4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:

1) Publish a notice to the public requesting bids/proposals for the project;

2) Specify in the notice the date for submittal of bids/proposals;

3) Specify in the notice the general procedure and criteria for selection; and

4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.

5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the

equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

ACKNOWLEDGMENT AND SIGNS

A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. **Signs.**

1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and

2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

A. **Operations and Maintenance**. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if

the RCO guidance would not meet such requirements.

1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.

C. **Control and Tenure**. The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.

D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

A. **Long-Term Obligations**. This section applies to completed projects only.

B. **Perpetuity**. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.

C. **Conversion**. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state of federal laws or regulation.

1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

A. **Property and facility operation and maintenance**. Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:

1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;

2) In a reasonably safe condition for the project's intended use;

3) Throughout its estimated useful service life so as to prevent undue deterioration;

4) In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. **Open to the public**. Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:

1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.

2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.

3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

A. Federal law and binding executive orders;

B. Code of federal regulations;

C. Terms and conditions of a grant award to the state from the federal government;

D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;

E. State Constitution, RCW, and WAC;

F. Agreement Terms and Conditions and Applicable Manuals;

G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at it's discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy

of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. **For Cause.**

1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:

a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;

b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or

c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;

2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.

3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1) The Sponsor was not in default; or

2) Failure to perform was outside Sponsor’s control, fault or negligence.

C. **Rights and Remedies of the RCO.**

1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO’s obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean

all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

A. The disputed issues;

B. The relative positions of the parties;

C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.

Tukwila Community Center Campus

WWRP TRAILS & WATER ACCESS GRANTS



LEGEND

1. **TRAIL IMPROVEMENTS**
   Address drainage, accessibility, and material deficiencies w/ all paved surfaces. Replace w/ pervious concrete paving. Add split rail fence near steep slopes and selective plant/tree limb removal along trail.
2. **WOOD BOARDWALK**
   Elevated above existing path grade to address flooding. FSC-certified wood decking on aluminum framing. Micropile footings
3. **PICNIC AREAS**
   Ground nozzles and sculptural pipe features doubling as cold season play elements. On CIP safety surfacing.
4. **CANOE LAUNCH**
   Slope regrading for foot access. Restored shoreline planting and habitat features.
5. **RIVER OVERLOOK**
   Prefabricated lookout tower with ADA accesible, elevated walkway access.
6. **LOG JAM SEATING**
   Stone block stepped seating with wood topping



Tukwila Community Center Campus

2024 MASTER PLAN





INFORMATIONAL MEMORANDUM

TO: **Community Services & Safety Committee**

FROM: **Kris Kelly, Parks & Recreation Deputy Director**
BY: **David Rosen, Parks & Recreation Analyst**

DATE: **August 22, 2025**

SUBJECT: **Contract Amendment: Parks Security Services – B-Force Protection Services**

ISSUE

The Parks and Recreation Department seeks to amend Contract 23-010 to extend its current parks security services agreement through the end of Fiscal Year 2025. This three-month contract extension will add expenses in an amount which, according to city policy, will require city council approval before the mayor may sign and execute the amendment .

BACKGROUND

B-Force Protection Security Inc. has been the city's parks security services provider for the past several years. At this time, the City is transitioning towards utilizing a city employed Parks Ranger for these services in the future. Currently, the Parks & Recreation Department and the Tukwila Police Department are interviewing finalists for the position. Until the position is fully deployed, the City intends to continue utilizing B-Force's services for parks security.

DISCUSSION

Services Provided

The contract being amended currently provides the following services at the parks sites noted below:

- **Patrol park**: Visit site and walk-through park. Report any criminal activity, such as vandalism, trespassing, and park rules violations to Tukwila Police.
- **Lock park gates:** Locking park gates. Lock any open bollards to secure parking area. Call for towing any vehicles left in violation of parking lot rules.
- **Lock park restrooms:** Ensure restrooms are clear of people and lock at night.
  - Bicentennial
  - Tukwila Park
  - Crystal Springs (patrol through)
  - Joseph Foster Memorial
  - Crestview Park (patrol and gate only)
  - Cascade View Park (patrol only)
  - Duwamish Hill Preserve
  - Tukwila Community Center (Outdoor restroom locking and patrol through)

New Sales Tax Imposition

During the 2025 Regular Session, the Washington State Legislature passed Engrossed Substitute Senate Bill 5814 which reenacted RCW 82.04.050 ("Sale at retail," "retail sale.") to re-define the terms "retail sale" to include, amongst other services, "Investigation, security services, security monitoring services, and armored car services…". This bill has the effect of making the services provided by B-Force, which falls under the definition of a security services, taxable per the RCW as of October 1st, 2025. As of said date, the effective sales tax within the City of Tukwila will be 10.2%.

FINANCIAL IMPACT
Execution of this contract encumbers $22,527.36 in spending against the General Fund. This encumbrance does not create new General Fund inflows or outflows as the Fiscal Year 25 Parks & Recreation budget assumed a full-year of parks security services being provided via Contract 23-010 to provide for operational flexibility depending on the exact hiring date of the Park Ranger.

RECOMMENDATION
City staff recommend the Community Services and Safety Committee forward the proposed contract amendment to the September 15th Regular Meeting Consent Agenda for final approval.

ATTACHMENTS
A --- Proposed Contract Amendment 23-010(c) & Accompanying Exhibits

City of Tukwila
6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number: 23-010(c)

CONTRACT FOR SERVICES

Amendment #3

Between the City of Tukwila and B-Force Protection Security Inc.

That portion of Contract No. **23-010** between the City of Tukwila and **B-Force Protection Security, Inc.** is hereby amended as follows:

Section 2:
The date by which work shall be completed is hereby amended to be no later than December 31st, 2025.

Section 3:
The total amount to be paid under the contract is hereby amended to $240,969.59.

Exhibits A & B:
Exhibits A & B are hereby replaced by the new exhibit versions attached to this amendment.

All other provisions of the contract shall remain in full force and effect.

Dated this 13th day of August, 2025.

EXHIBIT A.3

General Terms and Scope of Services

Scope of Services – Contractor will provide the following services at identified park locations.

- **Locking park gates:** Locking park gates. Lock any open bollards to secure parking area. Call for towing any vehicles left in violation of parking lot rules.
- **Locking park restrooms:** Ensure restrooms are clear of people.
- **Patrol Through:** Provide perimeter and interior patrol of parks location and facilities

Park Name & Address	Service Description	Frequency	FY25 Cost*
Tukwila Community Center 12424 42nd Ave S	• Lock the Restroom, Unlock on weekends & holidays	7 days/week	$9,085.44
Crestview Park 16200 42nd Ave S	• Lock the gate, Unlock on weekends & holidays	7 days/week	$9,085.44
Crystal Springs Park 15832 51st Ave S	• Lock the restroom • Patrol through	7 days/week	$9,085.44
Tukwila Park 15460 65th Ave S	• Lock the restroom • Patrol through	7 days/week	$9,085.44
Bicentennial Park 7200 Strander BLVD	• Lock the restroom	7 days/week	$9,085.44
Foster Park/Lee Phillips 13919 53rd Ave S	• Lock the restroom	7 days/week	$9,085.44
Cascade View Community Park 14211 37th Ave S	• Patrol Through	7 days/week	$9,085.44
Duwamish Hill Preserve 3800 S 115th St	• Lock the gate, Unlock on weekends & holidays	7 days/week	$9,085.44
Codiga Park 50th Pl S	• Lock the gate, Unlock on weekends & holidays	7 days/week	$9,085.44
		BASE FY25 SERVICES COST	$83,854.07
		Allowance for Additional Services if Needed	$12,145.93
		TOTAL FY25 CONTRACT COST	**$96,000.00**

Costs shown above are annual base rates. Per ESSB 5814 (Chapter 422, Laws of 2025), sales tax is applicable for these services as of 10/1/25.

Exhibit B.3

Consulting Terms, Deliverables & Payment

Contractor shall be paid monthly based on the scope identified in Exhibit A.

The contractor will provide an invoice for payment each month for services rendered. Total compensation is not to exceed **$240,969.59** without the express modification of the agreement signed by the City by written amendment.

***** City signatures to be obtained by City Clerk's Staff ONLY. *****

CITY OF TUKWILA

_____
Thomas McLeod, Mayor

ATTEST/AUTHENTICATED:

_____
Andy Youn, CMC, City Clerk

APPROVED AS TO FORM:

_____
Office of the City Attorney

***** Contractor signature to be obtained by sponsor staff. *****

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____