



## **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)



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 &amp; 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	Chief of Staff	8/13/2025



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**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."

**“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.

“**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

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

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



- 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.

- 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**

- 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.

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**

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](http://www.sam.gov).

4.15.3 Information about the Grantee and this Grant will be made available on [www.uscontractorregistration.com](http://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.

**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.

**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.



**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 of 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

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

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**

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](http://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

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 its 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.

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

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.



**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](mailto: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.

## 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.*

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."

**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 must 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)

**2025-2026 Approved Budget (Year 1)**  
**July 1, 2025 to June 30, 2026**

<b>Budget Category</b>	<b>Amount Awarded</b>
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
<b>TOTAL 2025-2026 AWARD</b>	<b>\$137,700.00</b>

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.**

**2026-2027 Approved Budget (Year 2)**  
**July 1, 2026 to June 30, 2027**

<b>Budget Category</b>	<b>Amount Awarded</b>
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
<b>TOTAL 2026-2027 AWARD</b>	<b>\$130,050.00</b>

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.**

GRANT AWARD MHFR-25-012

Page 29 of 29

**EXHIBITS**

**(As Attached)**



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
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Type of Request - Program Type	Continue an Existing Program
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Lead Agency	Tukwila Police Department
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Please list any agencies that are partnering for this application	N/A
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Lead Agency/Fiscal Agent Address	15005 Tukwila Int'l Blvd Tukwila, WA 98188
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Lead Agency Tax Identification Number	91-6001519
---------------------------------------	------------

Lead Agency Unique Entity ID Number	UEQNMC26C8T3
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Lead Agency Project Manager's Name	Jake Berry
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Lead Agency Project Manager's Email	j.berry@tukwilawa.gov
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Lead Agency Project Manager's Phone	(206) 510-6061
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### ORGANIZATIONAL OVERVIEW AND KEY PERSONNEL

### PROGRAM ABSTRACT

**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 than 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.

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**PROGRAM NARRATIVE**

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**PROGRAM TIMELINE**

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**PROGRAM BUDGET**

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**ADDITIONAL APPLICATION SUPPORT DOCUMENTS**

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**DATA COLLECTION & REPORTING**

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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

## 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](mailto: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](mailto:j.berry@tukwilawa.gov)

Phone: 206-510-6061

### Certified Mental Health Practitioner

Responsibility: Provides behavioral health services and outreach

Name: Alison Fisk

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](mailto:alison.fisk@tukwilawa.gov)

Phone: 206-708-4876

Certified Mental Health Practitioner

Responsibility: Provides behavioral health services and outreach

Name: Murray "MJ" Jacobs

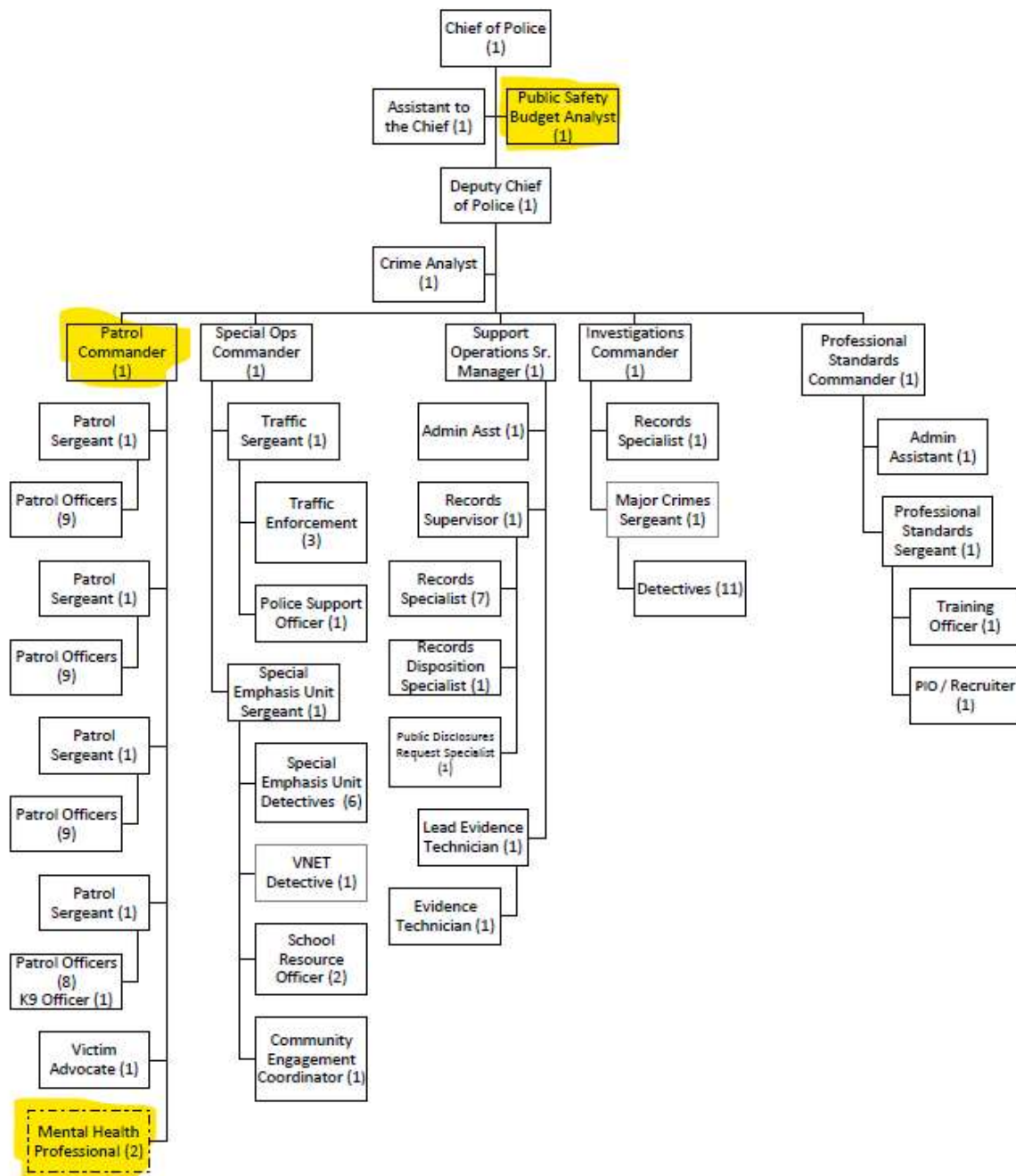
Mailing Address: Murray Jacobs  
Tukwila Police Department  
15005 Tukwila International Blvd  
Tukwila, WA 98188

Physical Address: Murray Jacobs  
Tukwila Police Department  
15005 Tukwila International Blvd  
Tukwila, WA 98188

Email Address: [murray.jacobs@tukwilawa.gov](mailto:murray.jacobs@tukwilawa.gov)

Phone: 206-941-6245

# Police Department



----- Contractual Partnership

## **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

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.



## Murray A. Jacobs Jr.

(206) 941-6245

[Murray.Jacobs@tukwilawa.gov](mailto: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

- 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.

## **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

### **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

- 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



15005 Tukwila International Blvd,   
Tukwila, WA  
(206) 431-3893   
[p.glover@tukwilawa.gov](mailto:p.glover@tukwilawa.gov) 

# Commander Philip Glover

## Tukwila Police Department

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### 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.

## **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,

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

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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

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## 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
  - 1<sup>st</sup> 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
-



## Certifications

- 1<sup>st</sup> 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



## City of Tukwila

Thomas McLeod, Mayor

Police Department – Eric Drever, Chief

TO: WASPC Grant Review Board  
 FROM: Tukwila Police Department  
 BY: Jake Berry, Police Department Budget and Grants Analyst  
 DATE: March 3<sup>rd</sup>, 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.

*Tukwila Justice Center • 15005 Tukwila International Boulevard • Tukwila, WA 98188 • 206-433-1808*

*Tukwila City Hall • 6200 Southcenter Boulevard • Tukwila, WA 98188 • 206-433-1800 • Website: [TukwilaWA.gov](http://TukwilaWA.gov)*

## WASPC Mental Health Field Response Team Grant Program (Submitted for Review)

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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

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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 30<sup>th</sup> 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

# WASPC Mental Health Field Response Team Grant Program (Submitted for Review)

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“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.

## Tukwila’s Co-Responder Program: Goals, Objectives, and Timeline

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



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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%.**

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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

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.



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.

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“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.



## City of Tukwila

Thomas McLeod, Mayor

Police Department – Eric Drever, Chief

TO: WASPC Grant Review Board  
FROM: Tukwila Police Department  
BY: Jake Berry, Police Department Budget and Grants Analyst  
DATE: March 3<sup>rd</sup>, 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.



# Budget Worksheet

**\*\*\*THIS IS A MULTI YEAR BUDGET WORKSHEET\*\*\***

*Please ensure that you provide all relevant informaton for each year.*



# **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).

**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

**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

"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:							
								-	
		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	
			\$ -
			\$ -
			\$ -
			\$ -
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	\$ -

**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**

**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

**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
--



## Other Costs Narrative

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**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	\$ -
<b>TOTAL GRANT REQUEST</b>	<b>\$ 204,000.00</b>

**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



LOCAL MATCH (IF APPLICABLE)

\$	10,000.00
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OVERALL PROGRAM VALUE

\$	214,000.00
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# 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).

**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

**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**

**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	
			\$ -
			\$ -
			\$ -
			\$ -
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	\$ -

**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**

**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

**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
	\$ -
	\$ -
	\$ -
<b>TOTAL Contracts</b>	<b>\$ 204,000.00</b>

**Contracts Narrative**

Contract with Sound Mental Health provides for two Certified Mental Health Practitioners
--

## 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	\$ 204,000.00
G. Other	\$ -
<b>TOTAL GRANT REQUEST</b>	<b>\$ 204,000.00</b>

**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



LOCAL MATCH (IF APPLICABLE)

\$	10,000.00
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OVERALL PROGRAM VALUE

\$	214,000.00
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## **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 10<sup>th</sup> 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.



## City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Dated this 23rd day of December 2024.

### CITY OF TUKWILA

Signed by:

  
8EE24380545B44C...

Thomas McLeod, Mayor

### CONTRACTOR:

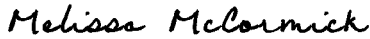
By: 

Printed Name: Katrina Egner

Title: President & CEO

### ATTEST/AUTHENTICATED:

DocuSigned by:

  
D682573F93F2472...

FOR Andy Youn, City Clerk

### APPROVED AS TO FORM:

Signed by:

  
5F499CA4165F452...

Office of the City Attorney



## 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 as 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.
- 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

CONTRACTOR

DS  
ED

DocuSigned by:  
*Allan Ekberg*  
1F89FE09132B402...

DocuSigned by:  
*Katrina Egner*  
A66A4C18E87A48D

Allan Ekberg, Mayor 5/31/2023 | 3:46 PM PDT

By: Katrina Egner  
Printed Name and Title: Interim CEO

Address: 6400 Southcenter Blvd

Tukwila, WA 98188

ATTEST/AUTHENTICATED:

DocuSigned by:  
*Christy O'Flaherty*  
8867B483CB594E7...

City Clerk, Christy O'Flaherty

APPROVED AS TO FORM:

DocuSigned by:  
*Kari L. Sand*  
5E499CA4165E452...

Office of the City Attorney



## **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.
- CoResponder 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.

**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 10<sup>th</sup> 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.**



## **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 10<sup>th</sup> 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.



## 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

ATTEST/AUTHENTICATED:

DocuSigned by:

Melissa McCormick

D682573F93F2472...

FOR Andy Youn, City Clerk

Title: President & CEO

APPROVED AS TO FORM:

Signed by:

Kari L. Sand

5E499CA4165E452...  
Office of the City Attorney



**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. \*\***

**\*\* Contractor signature to be obtained by  
sponsor staff. \*\***

CITY OF TUKWILA


CONTRACTOR:

Signed by:  
  
Thomas McLeod, Mayor

By:   
Printed Name: Katrina Egner

ATTEST/AUTHENTICATED:

Title: President & CEO

Signed by:  
  
Andy Youn, City Clerk

APPROVED AS TO FORM:

Signed by:  
  
Office of the City Attorney



## 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.

- 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

CONTRACTOR

DS  
ED

DocuSigned by:  
Allan Ekberg  
1F89FE09132B402...

Allan Ekberg, Mayor 5/31/2023 | 3:51 PM PDT

DocuSigned by:  
Katrina Egner  
A66A4C1B5E87A483...

By: Katrina Egner  
Printed Name and Title: 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

## **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.
- CoResponder 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.

**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 10<sup>th</sup> day of each month following the month of service.**

**FINAL**



# Budget Worksheet

**\*\*\*THIS IS A MULTI YEAR BUDGET WORKSHEET\*\*\***

*Please ensure that you provide all relevant informaton for each year.*



# 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		\$ -

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			\$ -

**Fringe Benefits Narrative**

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**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						-
		Computation						\$ -
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						-
		Computation						\$ -
Purpose of Travel	Location	Computation						Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost
		Lodging						-
		Meals						-
		Mileage						-

	Transportation:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											</
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**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	
			\$ -
			\$ -
			\$ -

				\$	-
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			\$ -

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

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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:						



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**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
	\$ -
	\$ -
	\$ -
<b>TOTAL Contracts</b>	<b>\$ 137,700.00</b>

**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.

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					\$ -

									\$	-
									\$	-
									\$	-
									\$	-
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

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

## Budget Worksheet

**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

**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**

**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	
			\$ -
			\$ -
			\$ -

				\$	-
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			\$ -

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

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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:							

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**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
	\$ -
	\$ -
	\$ -
<b>TOTAL Contracts</b>	<b>\$ 130,050.00</b>

**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.

Description	Computation			
	Quantity	Basis	Cost	Length of Time
				\$ -

									\$	-
									\$	-
									\$	-
									\$	-
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

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