



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

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

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

AGENDA

MONDAY, AUGUST 10, 2020 – 5:30 PM
 FOSTER CONFERENCE ROOM
 (6300 Building, Suite 100)

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

**THE PHONE NUMBER FOR THE PUBLIC TO LISTEN TO THIS
 MEETING IS: 1-253-292-9750, Access Code 484883274#**

Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. A contract amendment with SoundEarth for the Justice Center. <i>Rachel Bianchi, Deputy City Administrator</i>	a. Forward to 8/17 Consent Agenda.	Pg.1
b. 2020 2nd Quarter Police Department report. <i>Bruce Linton, Police Chief</i>	b. Discussion only.	Pg.23
b. LETCSA (Law Enforcement Training and Community Safety Act) legislation presentation. <i>Eric Drever, Deputy Police Chief</i>	c. Discussion only.	Pg.31
2. MISCELLANEOUS		

Next Scheduled Meeting: August 24, 2020



The City of Tukwila strives to accommodate individuals with disabilities.
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INFORMATIONAL MEMORANDUM

TO: City Council Committee of the Whole

CC: Mayor Allan Ekberg

FROM: Rachel Bianchi, Deputy City Administrator

BY: Justine Kim, Senior Program Manager, Shiels Oblatz Johnsen

DATE: August 3, 2020

SUBJECT: Public Safety Plan – Justice Center
Project Number #91630501, Contract 17-167
SoundEarth Strategies, Inc, Amendment No. 7

ISSUE

The City requires an amendment to the SoundEarth Strategies, Inc. contract to install monitoring wells and sample groundwater associated with the Justice Center project. The cost of these additional services is included in the overall project budget and staff is not asking for additional budget authority.

BACKGROUND

The City of Tukwila hired SoundEarth Strategies, Inc. to perform Environmental Site Assessment services (ESA) in connection with the Tukwila Public Safety Plan. ESA services involve two phases; Phase I is the research of potential contamination and Phase II is soils testing. The initial contract provided Phase I services related to the Justice Center (JC) and Fire Station 52 (FS52) sites. On December 7th, 2017, Amendment No. 1 added Phase I and II services to the Public Works (PW) site, Phase II for the Justice Center site and Phase I the Fire Station 54 (FS54) site, in the amount of \$111,937. On March 26, 2018, Amendment No. 2 added Phase II services to Fire Station 52 and 54, as well as some additional services needed for soils testing on the Justice Center site, in the amount of \$36,325. On May 11th, 2018, Amendment No. 3 called for additional Due Diligence services, however they were able to be covered by previously approved contingency as well as reallocating funds previously allocated to soils testing work on Fire Station 54, which were no longer needed. Therefore, the contract amount did not increase. On December 26th, 2018, Amendment No. 4 changed the duration of the contract, extending it to December 31, 2019. On March 26, 2019, Amendment No. 5 added remedial excavation and field support activities during construction, in amount of \$85,770. In November of 2019, Amendment No. 6 added additional remedial excavation, field support and tank removal activities, in the amount of \$73,000, bringing the not-to-exceed amount to \$322,032.

ANALYSIS

Amendment No. 7 is to add services to perform a supplemental subsurface investigation at the Justice Center Site to evaluate groundwater conditions in the vicinity of the observed soil impacts of the Property by installing nine (9) monitoring wells and conducting sampling of the wells. These are anticipated expenditures and are included in the Council approved project budget.

FISCAL IMPACT

SoundEarth Strategies has provided a proposal of \$60,105 to complete this scope of work. The following table shows the Original Contract Amount, the 6 previous amendments, Amendment No.

7, and the new total. The amounts shown below are all within the approved project budgets and staff is not asking for additional budget authority.

Original Contract Amount – research of potential contamination to JC and FS 52	\$15,000.00
Amendment No. 1 – research of potential contamination and soils testing to PW, soils testing to JC, research of potential contamination to FS 54	\$111,937.00
Amendment No. 2 – soils testing to FS 52/FS54, Additional soils testing to JC	\$36,325.00
Amendment No. 3 – Additional Due Diligence	\$0.00
Amendment No. 4 – Extend duration of contract	\$0.00
Amendment No. 5 – Remedial Excavation Observation of JC Site	\$85,770.00
Amendment No. 6 – Add. Remedial Excavation, Field Support, Tank Removal	\$73,000.00
Amendment No. 7 – Installation & Sampling of Monitoring Wells at JC	\$60,105.00
New Contract Amount	\$382,137.00

RECOMMENDATION

Project Management Quality Assurance (PMQA) consultant has reviewed these documents and provided his concurrence. The Committee is being asked to approve the amendment to the contract and forward this item to the August 17, 2020 Regular Meeting Consent Agenda.

ATTACHMENTS

- Proposed SoundEarth Contract Amendment No. 7
- SoundEarth proposal for services with scope of work and fee
- Monthly Budget Report Summary (current w/construction related costs highlighted)



CONTRACT FOR SERVICES

Amendment No. 7

Between the City of Tukwila and SoundEarth Strategies, Inc.

That portion of Contract No. 17-167 between the City of Tukwila and SoundEarth Strategies, Inc. is hereby amended as follows:

Section 1 Project Designation: The Consultant is retained by the City to perform remedial excavation observation services in connection with the project titled Tukwila Public Safety Plan, Justice Center site.

Section 2 Scope of Services: The Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.

3. Duration of Agreement; Time for Performance. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2021, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than December 31, 2021, unless an extension of such time is granted in writing by the City.

Section 4 Payment: The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:

Payment for the work provided by the Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$382,137 (including estimated expenses) without express written modification of the Agreement signed by the City. The total amount of this amendment is \$60,105.

All other provisions of the contract shall remain in full force and effect.

Dated this _____ day of _____, 2020

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor

Printed Name: Ryan Bixby

ATTEST/AUTHENTICATED

APPROVED AS TO FORM

Christy O'Flaherty, MMC, City Clerk

Office of the City Attorney



SoundEarth Strategies, Inc.
2811 Fairview Avenue East, Suite 2000
Seattle, Washington 98102

July 29, 2020

City of Tukwila
6200 Southcenter Boulevard
Tukwila, Washington 98188

**SUBJECT: WORK PLAN AND COST ESTIMATE FOR POST-EXCAVATION WELL INSTALLATION
JC7NL Property
15005 Tukwila International Boulevard, Tukwila, Washington
Project Number: 1318-001**

To Whom It May Concern:

SoundEarth Strategies, Inc. (SoundEarth) appreciates the opportunity to provide you with this work plan to conduct additional investigation of impacts present beneath the JC7NL Property, located at the address listed above in Tukwila, Washington (the Property).

PROPOSED SCOPE OF WORK

It is our understanding that City of Tukwila is requesting that SoundEarth perform a supplemental subsurface investigation at the Property to evaluate groundwater conditions in the vicinity of the observed soil impacts of the Property by installing nine monitoring wells across the Property. To that end, SoundEarth has proposed the following scope of work.

Task 1, Scope of Work Development, Permitting, and Pre-Field Activities. This task includes conducting public and private utility locates, coordinating with the laboratory and other subcontractors, and preparing and coordinating field staff for each phase of field work. Based on the extents of the soil contamination identified during the excavation, at least one well will need to be located in the South 105th Street right-of-way. This task includes securing a street use permit and preparing a traffic control plan for the well install. Costs associated with obtaining a street use permit are included in the attached estimate.

Task 2, Monitoring Well Installation. In an effort to evaluate groundwater conditions in the vicinity of observed soil impacts during the redevelopment excavation and to assess whether the soil impacts have resulted in impacts to groundwater, SoundEarth will advance nine hollow-stem auger borings at exterior locations on the Property. The borings will be completed as monitoring wells and will be properly developed before sampling to ensure that a representative groundwater sample is collected.

Drilling activities will be completed using a truck-mounted hollow-stem auger drill rig. The soil borings will be advanced to a depth of approximately 20 to 25 feet below ground surface (bgs), depending on groundwater conditions observed during drilling. Soil samples will be collected at approximate 5-foot intervals and described in general accordance with the Unified Soil Classification System by a SoundEarth geologist. Soil samples will be screened in the field for potential evidence of contamination by using visual

observations and notations of odor and by conducting headspace analysis using a photoionization detector to detect the presence of volatile organic vapors. Based on the results of field screening, up to three soil samples will be submitted to the laboratory for one or more of the following analyses:

- Gasoline-range petroleum hydrocarbons (GRPH) by Northwest Total Petroleum Hydrocarbon (NWTPH) Method NWTPH-Gx
- Diesel-range petroleum hydrocarbons (DPRH) and oil-range petroleum hydrocarbons (ORPH) by Method NWTPH-Dx
- Benzene, toluene, ethylbenzene, and total xylenes (BTEX) by US Environmental Protection Agency (EPA) Method 8021B
- Resource Conservation Recovery Act 8 metals using EPA Method 200.8/6020A

After completion of the soil borings, monitoring wells will be installed and screened at a depth interval to be determined based on field observations of groundwater. Groundwater is expected to be encountered at a depth of 15 to 20 feet bgs, based on SoundEarth's initial subsurface investigation. The monitoring wells will be constructed of 2-inch-diameter blank PVC casing, flush-threaded to 0.010-inch slot well screen. The bottom of the well will be fitted with a threaded PVC bottom cap, and the top of the well casing will be fitted with a locking compression-fit well cap. The annulus of the monitoring wells will be filled with #10/20 silica sand to a minimum height of 1 foot above the top of the screened interval, and a bentonite seal with a minimum thickness will be installed above the sand pack. The monitoring wells will be completed with a flush-mounted, traffic-rated well box set in concrete. Following installation, the monitoring wells will be developed with the use of a submersible pump. Well development will consist of surging and purging until the groundwater no longer appears turbid and the measured total depth in the well is equivalent to the overall length of the well. Turbidity will be measured visually or with a field turbidity meter by a SoundEarth geologist during well development activities.

It is expected that approximately eighteen 55-gallon drums of soil cuttings, decontamination water, and purge water will be generated during drilling and well development. Considering the uncertainty regarding the chemical composition of the soil and water, disposal costs have not been included in the attached estimate. An estimate to profile and coordinate the removal of the drums can be provided upon receipt of the laboratory results.

Drilling, well installation, and well development activities are anticipated to take 4 days to complete. If requested by the client, SoundEarth will coordinate the removal of utility markings via pressure washing at the conclusion of our investigation activities for an additional charge.

Task 3, Groundwater Sampling. Approximately 48 hours after well development is complete, two SoundEarth geologists will remobilize to the Property to survey the well elevations and collect two rounds of groundwater samples from each of the monitoring wells: one round after surveying well elevations and one round approximately three months after the first round of sampling. The groundwater samples will be collected according to EPA *Low-Flow (Minimal Drawdown) Ground-Water Sampling Procedures* (April 1996). The groundwater samples will be submitted to the laboratory for analysis of the following:

- GRPH by Method NWTPH-Gx
- DRPH and ORPH by Method NWTPH-Dx
- BTEX by EPA Method 8021B

Groundwater sampling activities are anticipated to take approximately 1 day to complete each event.

Task 4, Data Review and Tabulation. Following completion of the soil and groundwater sampling activities and receipt of final laboratory analytical results, SoundEarth will tabulate and review the analytical data and produce a figure depicting sample locations and results. Considering the interim nature of the investigation, preparation of a full report is not included in this scope of work.

Task 5, Project Management, Client Communications, and Meetings. This task includes labor costs associated with coordinating field schedule and staff resources for the project, as well as project coordination, contracting, and client/stakeholder communications and meetings.

PROJECT SCHEDULE

SoundEarth assumes that all necessary interior and exterior areas of the Property will be accessible during the subsurface investigation activities. Drilling, well installation, and groundwater sampling activities can be completed within 2 weeks of authorization to proceed, depending on driller availability and the duration of the permitting process. SoundEarth anticipates laboratory results will be available within 2 weeks of each phase of field work.

SoundEarth shall proceed with such services in a diligent manner to completion or as otherwise directed by the client. SoundEarth will not be responsible for delays caused by factors beyond the consultant's control and which could not have been reasonably foreseen or prevented.

PROJECT ESTIMATED COST

The estimated cost for this scope of work is described in the attached Table 1. SoundEarth proposes to complete this work on a time and materials contractual basis. Our cost estimate will not be exceeded without prior authorization from the client.

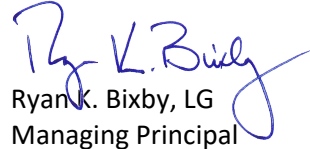
City of Tukwila
July 29, 2020

CLOSING

We appreciate the opportunity to provide this work plan for environmental services on this project. If the scope of services and associated costs are acceptable, please sign and return the attached work order (Attachment A). If you have any questions, please contact the undersigned at 206-306-1900.

Respectfully,

SoundEarth Strategies, Inc.



Ryan K. Bixby, LG
Managing Principal

Attachments: Figure 1, Proposed Exploration Location Plan
Table 1, Post-Excavation Well Installation Cost Estimate
A, Work Order

RKB:dnm

FIGURE

TABLE



Table 1
 Post-Excavation Well Installation Cost Estimate
 JC7NL Property
 15005 Tukwila International Boulevard
 Tukwila, Washington
 1318-001

Task No.	Description	SoundEarth Labor Categories, Rates, and Hours										SoundEarth Labor (Including 3% communications charge)	SoundEarth ODCs, Subcontractors, and Field Equipment	SoundEarth Laboratory Expenses	Task Total
		Managing Principal \$300	Associate II Engineer/Geologist/Scientist \$170	Project II Engineer/Geologist/Scientist \$150	Staff I Engineer/Geologist/Scientist \$150	Staff II Engineer/Geologist/Scientist \$140	CAD/ GIS Specialist I \$140	Senior Technical Writer/ Editor \$140	Senior Project Coordinator \$120	Clerical \$85					
1	Scope of Work Development, Permitting, and Pre-Field Activities	4	8	3	8	-	1	-	-	3	-	4,851	\$ 1,382	\$ -	\$ 6,234
2	Monitoring Well Installation	2	4	-	36	-	-	-	-	-	-	6,880	\$ 26,413	\$ 2,645	\$ 35,938
3	Groundwater Sampling	1	4	-	20	20	-	-	-	-	-	6,983	\$ 2,523	\$ 1,645	\$ 11,151
4	Data Review and Tabulation	2	8	4	-	-	4	-	2	-	-	3,502	\$ -	\$ -	\$ 3,502
5	Project Management, Client Communications, and Meetings	4	8	2	-	-	-	-	-	2	1	3,281	\$ -	\$ -	\$ 3,281
TOTAL												\$ 25,498	\$ 30,318	\$ 4,290	\$ 60,105

**ATTACHMENT A
WORK ORDER**



Work Order

Work Order No.: WO01 **Date:** July 29, 2020

This Work Order incorporates by reference the terms of that certain Master Consulting Services Agreement between the Consultant and Client dated September 18, 2017 (the Agreement). Execution of this Work Order by Client and Consultant will serve as authorization for Consultant to carry out and complete the Services set forth below in accordance with the Agreement. In the event of any conflict between the terms of this Work Order and the Agreement, or the terms of this Work Order and the terms of the proposal specified herein, the terms of this Work Order shall control.

Client Name: City of Tukwila
Project Title/Number: JC7NL Property/1318-001
Project Location: 15005 Tukwila International Boulevard, Tukwila, Washington
Scope of Services: As described below.
List of Deliverables: Data Tabulation Summary

Time Schedule for Performance of Services:

Start Date: July 2020 Estimated End Date: December 2020

Fee for Services:

Work to be performed on a time and materials contractual basis.
Task 1, Scope of Work Development, Permitting, and Pre-Field Activities: \$6,234
Task 2, Monitoring Well Installation: \$35,938
Task 3, Groundwater Sampling (2 quarters): \$11,151
Task 4, Data Review and Tabulation: \$3,502
Task 5, Project Management, Client Communications, and Meetings: \$3,281

Total Cost Estimate: \$60,105

Additional Provision/Information:

Client to coordinate access.

SoundEarth Strategies, Inc.

City of Tukwila

By

Print

Title

Date

By

Print

Title

Date



City of Tukwila - Facilities Plan
TOTAL PROJECT

MONTHLY Budget Report
(REVISED Budgets; D-20 Plan Adopted by Council)

Life to Date Costs
as of July 30, 2020 (reconciled w/covers thru July 16, 2020 GL)

	Original Budget	Budget Transfers	Current Budget	Committed Budget	Life to Date Costs	Remain'dg Committed	Remaining Budget	Cost at Completion
A/E Services (both Design & CA)	\$ 3,278,125	\$ (3,125)	\$ 3,275,000	\$ 3,210,300	\$ 2,920,855	\$ 289,445	\$ 64,700	\$ 3,244,684.00 D
Permits/Fees	\$ 700,000	\$ 330,000	\$ 1,030,000	\$ 896,961	\$ 896,961	\$ -	\$ 133,039	\$ 1,030,000.00
Construction (Pre-Con, Const, & Tax)	\$ 38,738,678	\$ 2,026,169	\$ 40,764,847	\$ 40,080,329	\$ 36,450,833	\$ 3,759,252	\$ 0	\$ 40,764,847.30
Construction Related Costs (incl Bond)	\$ 2,112,639	\$ 402,194	\$ 2,514,833	\$ 2,380,044	\$ 1,124,686	\$ 1,255,358	\$ 134,789	\$ 2,473,265.10 D
PM Services (incl Other Professional Svcs)	\$ 1,815,875	\$ 221,211	\$ 2,037,086	\$ 2,018,377	\$ 1,650,118	\$ 368,259	\$ 18,709	\$ 2,011,991.00 D
Contingency (incl Construction & Project)	\$ 6,507,731	\$ (5,031,367)	\$ 1,476,364	\$ -	\$ -	\$ -	\$ 2,026,364	\$ 700,278.50
Contingency for Site Contamination (soils,hazmat)	\$ -	\$ 550,000	\$ 550,000	\$ 684,518	\$ 554,762	\$ -	\$ -	\$ -
Land Acquisition	\$ 14,133,295	\$ (416,714)	\$ 13,716,581	\$ 13,716,462	\$ 13,692,508	\$ 23,954	\$ 119	\$ 13,716,461.92 B
Contingency for Land Acquisition	\$ 1,250,000	\$ 250,000	\$ 1,500,000	\$ 1,491,500	\$ 1,491,500	\$ -	\$ 8,500	\$ 1,491,500.00 D
TOTAL	\$ 68,536,343	\$ (1,671,632)	\$ 66,864,711	\$ 64,478,491	\$ 58,782,223	\$ 5,696,268	\$ 2,386,220	\$ 65,433,027.82

	Original Budget	Budget Transfers	Current Budget	Committed Budget	Life to Date Costs	Remain'dg Committed	Remaining Budget	Cost at Completion
A/E Services (both Design & CA)	\$ 1,070,000	\$ 298,956	\$ 1,368,956	\$ 1,297,777	\$ 1,246,526	\$ 51,250	\$ 71,179	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Permits/Fees	\$ 234,000	\$ 100,000	\$ 334,000	\$ 243,648	\$ 227,861	\$ 15,788	\$ 90,352	\$ -
Construction (Pre-Con, Const, & Tax)	\$ 9,396,000	\$ 2,072,959	\$ 11,468,958	\$ 11,468,907	\$ 10,621,642	\$ 847,264	\$ 52	\$ -
Construction Related Costs (incl Bond)	\$ 93,100	\$ (258,042)	\$ 672,958	\$ 487,814	\$ 316,289	\$ 171,525	\$ 185,144	\$ -
PM Services (incl Other Professional Svcs)	\$ 526,000	\$ (133,000)	\$ 393,000	\$ 365,550	\$ 271,738	\$ 93,812	\$ 27,450	\$ -
Contingency (incl Construction & Project)	\$ 1,116,000	\$ (669,240)	\$ 446,760	\$ -	\$ -	\$ -	\$ 446,760	\$ -
TOTAL	\$ 13,273,000	\$ 1,411,633	\$ 14,684,632	\$ 13,863,695	\$ 12,684,056	\$ 1,179,639	\$ 820,937	\$ -

	Original Budget	Budget Transfers	Current Budget	Committed Budget	Life to Date Costs	Remain'dg Committed	Remaining Budget	Cost at Completion
A/E Services (both Design & CA)	\$ 1,415,000	\$ 458,172	\$ 1,873,172	\$ 1,871,265	\$ 1,671,879	\$ 199,386	\$ 1,907	\$ -
Land Acquisition	\$ 16,000	\$ 1,160	\$ 17,160	\$ 17,157	\$ 17,157	\$ -	\$ 3	\$ -
Permits/Fees	\$ 353,000	\$ 50,000	\$ 403,000	\$ 360,079	\$ 299,902	\$ 60,177	\$ 42,921	\$ -
Construction (Pre-Con, Const, & Tax)	\$ 13,298,000	\$ 5,047,271	\$ 18,345,271	\$ 18,344,870	\$ 11,997,512	\$ 6,347,358	\$ 401	\$ -
Construction Related Costs (incl Bond)	\$ 1,398,000	\$ (132,660)	\$ 1,265,340	\$ 829,978	\$ 371,333	\$ 458,645	\$ 435,362	\$ -
PM Services (incl Other Professional Svcs)	\$ 787,000	\$ (95,000)	\$ 692,000	\$ 555,454	\$ 409,582	\$ 145,872	\$ 136,546	\$ -
Contingency (incl Construction & Project)	\$ 1,343,000	\$ (188,943)	\$ 1,154,057	\$ -	\$ -	\$ -	\$ 1,154,057	\$ -
TOTAL	\$ 18,610,000	\$ 5,140,000	\$ 23,750,000	\$ 21,978,803	\$ 14,767,365	\$ 7,211,438	\$ 1,771,197	\$ -

	Original Budget	Budget Transfers	Current Budget	Committed Budget	Life to Date Costs	Remain'dg Committed	Remaining Budget	Cost at Completion
A/E Services (both Design & CA)	\$ 150,000	\$ (15,505)	\$ 134,495	\$ 134,495	\$ 132,995	\$ 1,500	\$ (0)	\$ -
Land Acquisition	\$ 902,668	\$ 31,206	\$ 933,874	\$ 933,875	\$ 933,775	\$ 100	\$ (1)	\$ -
Permits/Fees	\$ 20,000	\$ (11,827)	\$ 8,173	\$ 4,971	\$ 4,971	\$ -	\$ 3,202	\$ -
Construction (Pre-Con, Const, & Tax)	\$ 230,000	\$ (123,300)	\$ 106,700	\$ 84,196	\$ 84,196	\$ -	\$ 22,504	\$ -
Construction Related Costs (incl Bond)	\$ 50,000	\$ (2,698)	\$ 47,302	\$ 42,302	\$ 29,145	\$ 13,157	\$ 5,000	\$ -
PM Services (incl Other Professional Svcs)	\$ 107,500	\$ (835)	\$ 106,665	\$ 106,665	\$ 86,066	\$ 20,599	\$ -	\$ -
Contingency (incl Construction & Project)	\$ 41,832	\$ 122,959	\$ 164,791	\$ -	\$ -	\$ -	\$ 164,791	\$ -
TOTAL	\$ 1,502,000	\$ -	\$ 1,502,000	\$ 1,306,505	\$ 1,271,148	\$ 35,357	\$ 195,495	\$ -

	Original Budget	Budget Transfers	Current Budget	Committed Budget	Life to Date Costs	Remain'dg Committed	Remaining Budget	Cost at Completion
A/E Services (both Design & CA)	\$ 767,385	\$ 15,000	\$ 782,385	\$ 335,382	\$ 293,363	\$ 42,019	\$ 447,003	\$ -
Land Acquisition	\$ 22,000,046	\$ 3,374,913	\$ 25,374,959	\$ 25,373,239	\$ 25,371,146	\$ 2,093	\$ 1,720	\$ -
Permits/Fees	\$ 110,000	\$ (20,000)	\$ 90,000	\$ 1,730	\$ 1,730	\$ -	\$ 88,270	\$ -
Construction (Pre-Con, Const, & Tax)	\$ 4,950,000	\$ (1,895,000)	\$ 3,055,000	\$ 81,078	\$ 81,078	\$ -	\$ 2,973,922	\$ -
Construction Related Costs (incl Bond)	\$ 529,036	\$ (404,793)	\$ 124,243	\$ 81,598	\$ 66,558	\$ 15,041	\$ 42,645	\$ -
PM Services (incl Other Professional Svcs)	\$ 668,426	\$ (348,426)	\$ 320,000	\$ 280,545	\$ 177,282	\$ 103,263	\$ 39,455	\$ -
Contingency (incl Construction & Project)	\$ 975,107	\$ (721,694)	\$ 253,413	\$ -	\$ -	\$ -	\$ 253,413	\$ -
TOTAL	\$ 30,000,000	\$ -	\$ 30,000,000	\$ 26,153,572	\$ 25,991,156	\$ 162,416	\$ 3,846,428	\$ -

Tukwila Police Department

Community Services and Safety Committee

Quarterly Information Brief

2nd Quarter, 2020



Public Safety Quarterly Information Brief

2nd QUARTER HIGHLIGHTS

☐ Staffing

- ❖ Retirements:
 - ❖ Wendy Butterworth
 - ❖ Jon Harrison
 - ❖ Mike Murphy



- ❖ Sergeant promotional assessment



2nd QUARTER HIGHLIGHTS

- ❖ **Community Engagement**
 - ❖ Continued response to homeless camps
 - ❖ Continued engagement with Tukwila School District
 - ❖ Neighborhood Resource Center closure



Public Safety Quarterly Information Brief

2nd QUARTER HIGHLIGHTS

□ Significant Operations & Events

- ❖ PD Town Hall meetings
- ❖ PD command staff continued involvement in EOC command functions for the City during pandemic
- ❖ Valley Chief's COVID-19 Collaboration
- ❖ Two vehicular homicides
- ❖ Response to Southcenter district riots and looting
- ❖ Cascade View neighborhood emphasis
- ❖ VIIT community member interviews
- ❖ Peaceful protest response

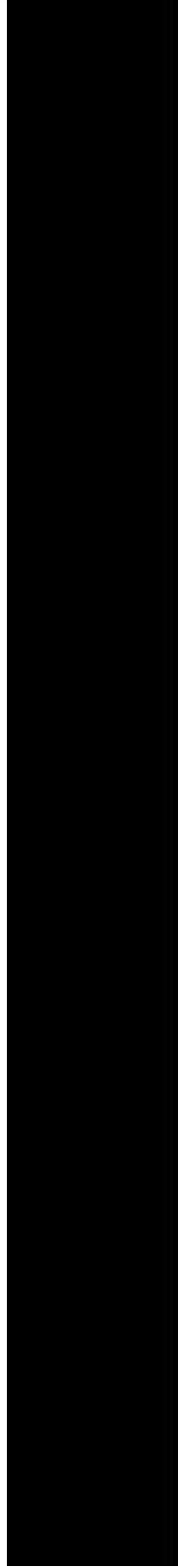


Public Safety Quarterly Information Brief

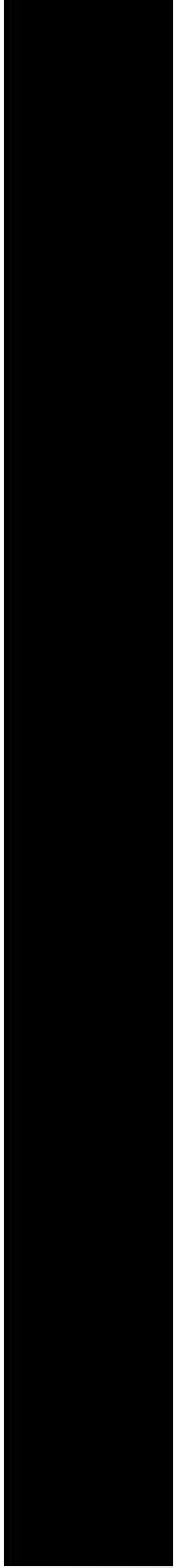
2nd QUARTER HIGHLIGHTS

❑ Significant Operations & Events

- ❖ Valley Chief's Social Justice Reform Efforts/Messaging -



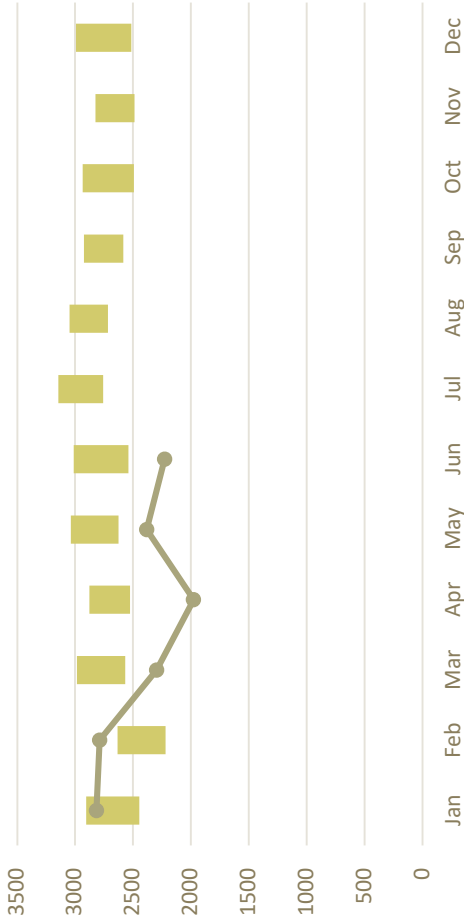
A MESSAGE FROM SOUTH KING COUNTY CHIEFS



Public Safety Quarterly Information Brief

2nd QUARTER CRIME STATISTICS

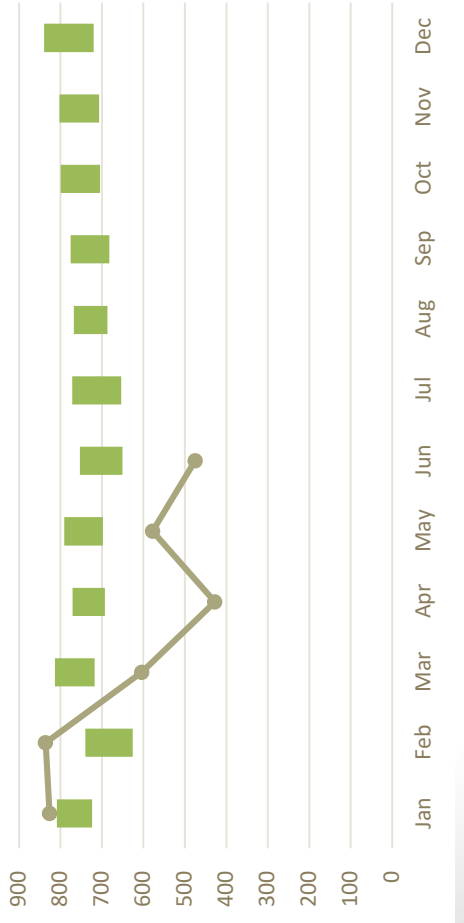
Calls for Service by Month
Comparison of 2020 to 2000-2019



While both calls for service and case reports remain lower than normal, primarily due to pandemic-related closures in the retail area, the steady decline appears to have ended.

Shoplifting at the mall and in the retail area were very low in the second quarter, but July numbers are hinting at the slow return to non-pandemic numbers.

Case Reports by Month
Comparison of 2020 to 2000-2019



While these charts show the decrease, it should be noted that the change in calls for service is, in effect, the difference of roughly one call per hour per day.

[These charts show the current year (line with triangles) as compared to previous years (bar/rectangles). This gives perspective as to a normal range as calculated over the past years.]



Public Safety Quarterly Information Brief

Questions?



LAW ENFORCEMENT TRAINING and COMMUNITY SAFETY ACT (LETCSA)

Independent Investigation of Officer Involved
Use of Deadly Force by an Independent
Investigative Team (IIT)

{The intent of this presentation is to provide the Tukwila Council with a summary of the new legislation that sets standards for investigating Officer involved use of deadly force, and to inform the Council of the Tukwila Police Department's involvement with these investigations.}

WAC 139-12-030 Independent Investigation Criteria

There are five principles that are fundamental to enhancing public trust in the integrity of independent investigations involving police use of deadly force:

- Independence;**
- Transparency;**
- Communication;**
- Credible Process;**
- Credible Investigators.**

INDEPENDENCE

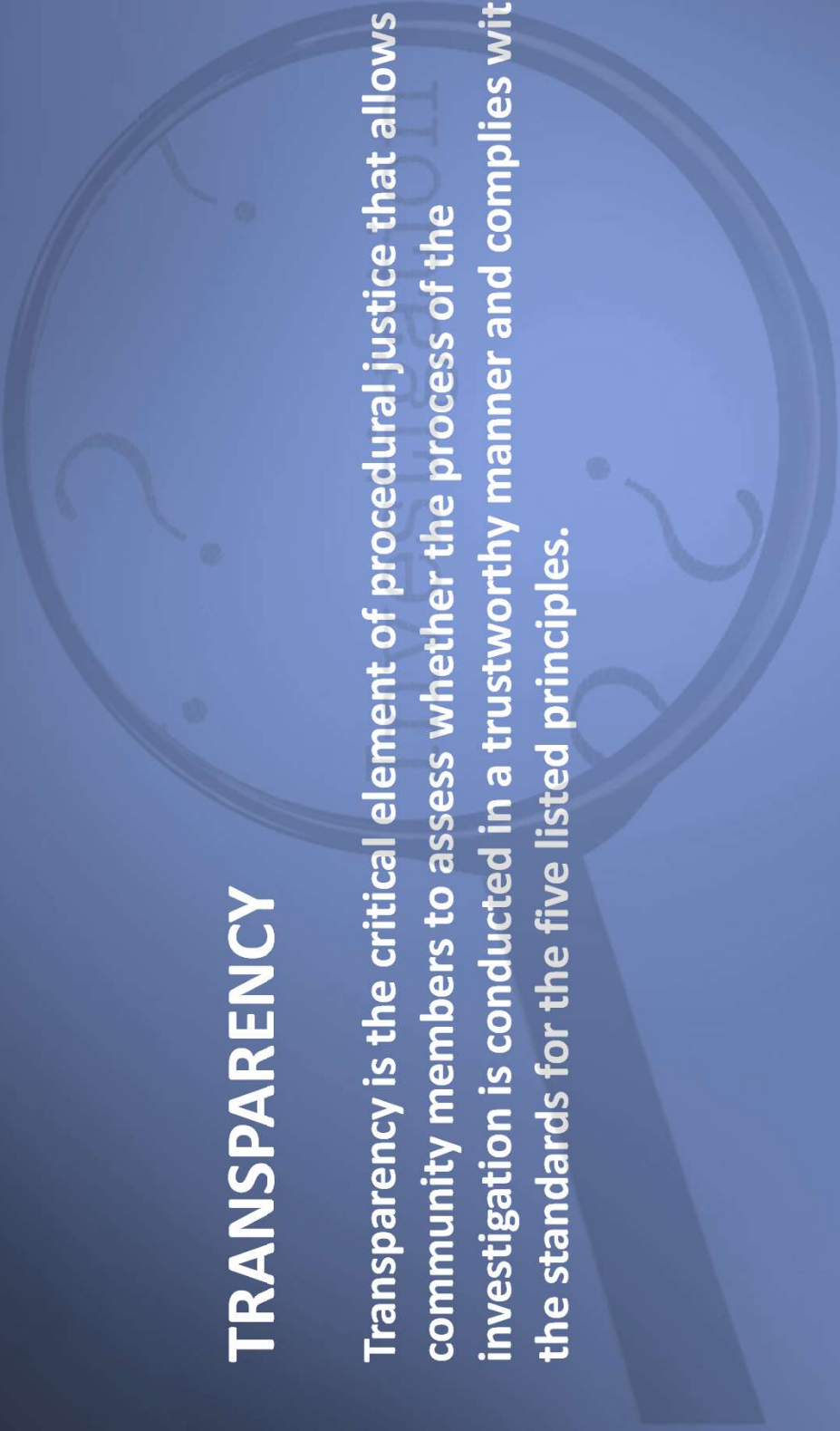
Independence is essential to the integrity and objectivity of the investigation. Maintaining independence is achieved through compliance with rules and regulations designed to prohibit undue influence, and the appearance of undue influence, by the involved agency in the investigation

INDEPENDENCE

- No member of the involved agency may participate in any way in the investigation of police use of deadly force.
- No information about the ongoing independent investigation of police use of deadly force will be shared with any member of the involved agency, except limited briefings given to the Chief of the involved agency about the progress of the investigation, so that they can manage the internal administrative investigation and communicate with the community.

TRANSPARENCY

Transparency is the critical element of procedural justice that allows community members to assess whether the process of the investigation is conducted in a trustworthy manner and complies with the standards for the five listed principles.



TRANSPARENCY

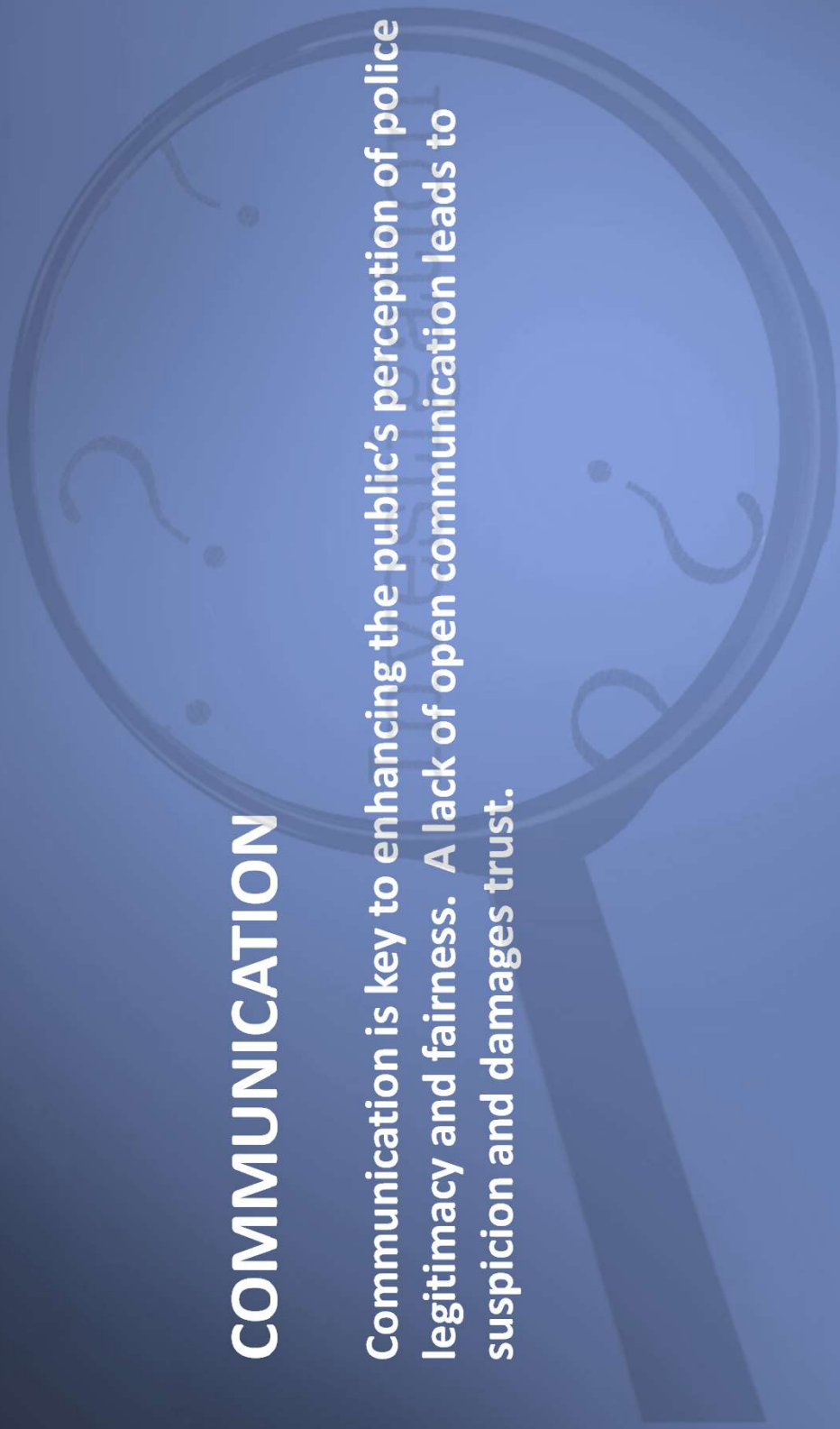
- The policies and operating procedures of the IIT will be available to the public.
- The names of the members, supervisors, commanders, and non-law enforcement community representatives on the IIT will be made available to the public.
- Public updates about the investigation made at a minimum of once per week.
- The assignment of at least two non-law enforcement community representatives to each IIT.

TRANSPARENCY - Community Representative

- **Participate directly in the vetting, interviewing, and/or selection of IIT Investigators.**
- **Review conflict of interest statements.**
- **Be present at the briefings involving the involved agency(s) Chief.**
- **Have access to the investigation file when it is completed.**
- **Be provided a copy of all press releases and communication to the media prior to release.**
- **Review notification of equipment use of the involved agency.**

COMMUNICATION

Communication is key to enhancing the public's perception of police legitimacy and fairness. A lack of open communication leads to suspicion and damages trust.



COMMUNICATION

- A family member of the person against whom force has been used will be notified as soon as they can be located by either the involved agency or the IIT, whichever is faster.
- A member of the IIT will be assigned as a family liaison.
- Neither the involved agency nor the IIT will provide the media with criminal background information of the person against whom deadly force was used.
- If the person against whom deadly force was used is a member of a federally recognized tribe, a member of the IIT will be assigned as a tribal liaison.

CREDIBILITY

In order for investigations to be viewed as credible, it is critical to demonstrate that the procedures followed are consistent, known to the public, and rooted in best practices for homicide investigations, with particular attention focused on those unique areas of evidence relevant to the officer's decision-making process. Equally important is the credibility of the investigators.

CREDIBILITY – Standards for a credible independent investigative process:

- **After life-saving first aid has been provided, members of the involved agency and other first responders at the scene will secure the incident scene and maintain its integrity until the IIT arrives.**
- **The perimeter must be clearly marked and protected.**
- **Evanescent evidence must be located and preserved.**
- **The independent investigation will follow best practices for homicide investigations.**
- **Ensure no member of the IIT receives any compelled statements of the involved officer(s)**

CREDIBILITY – Standards for credible investigators:

- All IIT leadership shall be commissioned peace officers, with previous experience in criminal investigations.
- Ensure that qualified investigator applicants are interviewed by a panel, which includes the non-law enforcement community representatives and other members of the IIT selected by the IIT commander.
- Ensure all applicants meet all time, rank, and training prerequisites described in the WAC.

CREDIBILITY – Standards for credible investigators (cont):

- The CJTC will issue an "IIT Qualified Lead investigator certificate" to ensure that those who are assigned to a lead investigator role for an IIT meet the training requirements listed below by the end of 2020.
- The IIT shall train as a unit at least annually.
- Investigators assigned to an IIT are expected to have a work history free of a sustained finding of serious misconduct and/or a pattern of sustained complaints and a personal history free of demonstrable bias or prejudice against community members that may be impacted by the police use of deadly force.

CREDIBILITY – Standards for credible investigators (cont):

- **Within 72-hours of the commencement of the investigation, investigators and non-law enforcement community representatives, must complete a “conflict of interest” assessment tool regarding any connection to the officers being investigated.**

Valley Independent Investigative Team (VIIT)

The Tukwila Police Department is partnered with six other police agencies to form a regional independent investigative team for investigating officer involved use of deadly force incidents.

Auburn – Des Moines – Federal Way – Kent
Port of Seattle – Renton – Tukwila

Valley Independent Investigative Team (VIIT)

The Tukwila Police Department provides the following staff to VIIT:

- Four dedicated lead Detectives (additional investigators as needed, but not as lead investigators)
- A Detective Sergeant
- An Investigations Commander
- A Deputy Chief

Valley Independent Investigative Team (VIIT)

Partnered agencies rotate the responsibility of being the lead investigative agency.

The Detectives, Sergeants, and Commanders are directly responsible for managing the investigation of an assigned incident.

The Deputy Chief has administrative oversight for all the investigations that are conducted by VIIT teams, assures compliance with LETCSA, and reports to the board of Chiefs on the activities of VIIT.

Valley Independent Investigative Team (VIIT)

VIIT is recognized by the Washington state Criminal Justice Training Commission as a role model for other IIT in the State.

VIIT will continue to evolve as we incorporate the new legislation into the team's protocols and continue to provide transparency to the community with our investigations.

Thank you for your time.

Investigation

Questions?



Chapter 139-12 WAC
LAW ENFORCEMENT TRAINING AND COMMUNITY SAFETY ACT—INDEPENDENT
INVESTIGATIONS CRITERIA (LETCSA)

NEW SECTION

WAC 139-12-010 Purpose. In 2015 the U.S. Department of Justice issued a final report from the 21st Century Task Force on Policing. A core focus of that report addressed strategies for improving relationships, increasing community engagement, and fostering cooperation. The report recommended clear and comprehensive policies on the use of force, training on the importance of de-escalation, crisis intervention and mental health, the provision of first aid, and recommended external and independent investigations in officer involved shootings resulting in injury or death. Initiative 940 and SHB 1064 incorporated those recommendations and these WACs implement the requirement of an independent investigation that is completely independent of the involved agency. The goal of this requirement is to enhance accountability and increase trust to improve the legitimacy of policing for an increase in safety for everyone.

Ultimately, this is about the sanctity of all human life; the lives of police officers and the lives of the people they serve and protect. The preservation of life should be at the heart of American

policing. RCW 9A.16.040 provides a legal justification for officers whose use of deadly force meets the "good faith" standard. RCW 10.114.011 requires that where the use of deadly force by a peace officer results in death, substantial bodily harm, or great bodily harm an independent investigation must be completed to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies. The independent investigation is a criminal investigation and state law requires an "independent investigation" completely independent of the involved agency.

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NEW SECTION

WAC 139-12-020 Definitions. Best practices - For the purpose of this chapter, best practices are defined as methods, techniques, and procedures that have consistently shown by research and experience to produce superior results and are established or proposed as a standard, suitable for widespread adoption in the law enforcement profession.

Completed investigation - The final work product of the IIT for the purpose of informing the prosecuting attorney's charging decision. An independent investigation must be completed to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies.

Deadly force - As set forth in RCW 9A.16.010, "deadly force" means the intentional application of force through the use of firearms or any other means reasonably likely to cause death or serious physical injury.

Evanescent evidence - Physical evidence that may be degraded or tainted by human or environmental factors if left unprotected or unpreserved for the arrival of the independent investigative team (IIT); identification and contact information for witnesses to the incident; photographs and other methods of documenting the location of physical evidence and location/perspective of witnesses.

Good faith standard - As set forth in RCW 9A.16.040, "good faith" is an objective standard which shall consider all the facts, circumstances, and information known to the officer at the time to determine whether a similarly situated reasonable officer would have

believed that the use of deadly force was necessary to prevent death or serious physical harm to the officer or another individual."

Great bodily harm - As set forth in RCW 9A.04.110, "great bodily harm" means bodily injury which creates a probability of death, or which causes significant serious permanent disfigurement, or which causes a significant permanent loss or impairment of the function of any bodily part or organ.

Independent investigative team (IIT) - A team of qualified and certified peace officer investigators, civilian crime scene specialists, and at least two non-law enforcement community representatives who operate completely independent of any involved agency to conduct investigations of police deadly force incidents. An IIT is created when multiple law enforcement agencies enter into a written agreement to investigate police use of deadly force incidents in their geographical regions. A single law enforcement agency may fulfill the independent investigative function, provided it is not the involved agency.

Initial incident response - This is the period in time immediately following a police use of deadly force incident, and prior to the arrival of the IIT, when involved agency personnel on scene and other first responders immediately take actions to render the scene

safe and provide or facilitate life-saving first aid to persons at the scene who have life threatening injuries.

Involved agency - The agency that employs or supervises the officer(s) who used deadly force. There can be more than one "involved agency."

Member Agency - Each of the agencies that enters into a written agreement to investigate police use of deadly force in their geographical region.

Necessary - As set forth in RCW 9A.16.010, "necessary" means that no reasonably effective alternative to the use of force appeared to exist and that the amount of force used was reasonable to effect the lawful purpose intended.

Prosecutor's review - The period of time when the IIT presents a completed investigation to the prosecutor, who then reviews all the facts and makes a charging decision.

Substantial bodily harm - As set forth in RCW 9A.04.110, "substantial bodily harm" means bodily injury which involves a temporary but substantial disfigurement, or which causes a temporary but substantial loss or impairment of the function of any bodily part or organ, or which causes a fracture of any bodily part.

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NEW SECTION

WAC 139-12-030 Independent investigation criteria. There are five principles that are fundamental to enhancing public trust in the integrity of independent investigations involving police use of deadly force:

- Independence;
- Transparency;
- Communication;
- Credible process; and
- Credible investigators.

Standards are necessary for the involved agency and the public to assess whether the actions taken by the IIT are independent, transparent, credible, and communicated in a manner that results in a compliant and complete investigation and builds public trust.

(1) **Independence.**

(a) Independence is essential to the integrity and objectivity of the investigation. Maintaining independence is achieved through compliance with rules and regulations designed to prohibit undue influence, and the appearance of undue influence, by the involved agency in the investigation.

(b) Standards for an investigation completely independent of the involved agency:

- Once the involved agency personnel and/or other first responders have rendered the scene safe and provided or facilitated life-saving first aid to persons at the scene who have life-threatening injuries, the involved agency will immediately call the IIT. Then the primary focus of the involved agency shifts to the protection and preservation of evanescent evidence in order to maintain the integrity of the scene until the IIT arrives. Once the IIT arrives, and the IIT commander has the appropriate resources on scene, the involved agency will relinquish control of the scene to the IIT.

- No member of the involved agency may participate in any way in the investigation of police use of deadly force conducted by the IIT, with the following exception:

- Specialized equipment belonging to the involved agency may not be used by the IIT unless: 1 - no reasonable alternative exists; 2 - the equipment is critical to carrying out the independent investigation; and 3 - the use is approved by the IIT commander. If the equipment is used, the non-law enforcement community representatives on the IIT must be notified about: 1 - why it needs to

be used; and 2 - the steps taken to appropriately limit the role of any involved agency personnel in facilitating the use of that equipment.

- No information about the ongoing independent investigation of police use of deadly force will be shared with any member of the involved agency, except limited briefings given to the chief or sheriff of the involved agency about the progress of the investigation so that they can manage the internal administrative investigation and communicate with their community about the progress of the investigation.

- If the chief or sheriff of the involved agency requests that the IIT release the body cam video or other investigation information of urgent public interest, the IIT commander should honor the request with the agreement of the prosecutor of jurisdiction.

(2) **Transparency.**

(a) Transparency is the critical element of procedural justice that allows community members to assess whether the process of the investigation is conducted in a trustworthy manner and complies with the standards for the five listed principles.

(b) Standards for the transparency of an independent investigation:

- The policies and operating procedures of the IIT will be available to the public.

- The names of the members, supervisors, commanders, and non-law enforcement community representatives on the IIT will be available to the public.

- A minimum of two non-law enforcement community representatives will be assigned to each IIT to:

- a. Participate directly in the vetting, interviewing, and/or selection of IIT investigators. (Existing teams will have until January 2021 to provide necessary information about the qualifications of current IIT investigators to the non-law enforcement community representatives for review.)
- b. Review conflict of interest statements submitted within 72 hours of the commencement of each investigation by the investigators;
- c. Be present at the briefings with the involved agency(s) chief or sheriff;
- d. Have access to the investigation file when it is completed;
- e. Be provided a copy of all press releases and communication to the media prior to release; and
- f. Review notification of equipment use of the involved agency.

- The non-law enforcement community representatives must sign a binding confidentiality agreement at the beginning of each police use of deadly force investigation that remains in effect until the prosecutor of jurisdiction either declines to file charges or the criminal case is concluded.

- If the confidentiality agreement is violated, the non-law enforcement representative may be subject to prosecution under RCW 9A.76.020 (Obstructing a law enforcement officer) and chapter 10.97 RCW, Washington State Criminal Records Privacy Act. For the purpose of this chapter, "criminal background information" is the same as "criminal history information" as defined in RCW 10.97.030(4).

- The commander or other representative of the IIT will provide public updates about the investigation at a minimum of once per week, even if there is no new progress to report.

- When an independent investigation is complete the information will be made available to the public in a manner consistent with applicable state law.

(3) **Communication.**

(a) Communication is key to enhancing the public's perception of police legitimacy and fairness. A lack of open communication leads to suspicion and damages trust.

(b) Standards for communication during an independent investigation:

- A family member of the person against whom deadly force has been used will be notified as soon as they can be located by either the involved agency or the IIT, whichever is faster.

- A member of the IIT will be assigned as a family liaison within the first twenty-four hours and keep the family, or a representative of the family's choice, apprised of all significant developments in the independent investigation and will give the family and the involved agency advance notice of all scheduled press releases.

- Neither the involved agency nor the IIT will provide the media with criminal background information of the person against whom deadly force has been used, unless it is specifically requested, and release of the information is required by the Public Records Act or other applicable laws.

- If the person against whom deadly force is used is, or is believed to be a member of a federally recognized tribe:

- The involved agency will notify the governor's office of Indian affairs (GOIA) in accordance with RCW 10.114.021.

- A member of the IIT will be assigned as a tribal liaison within the first twenty-four hours and keep the tribe (or a representative of

the tribe's choice) apprised of all significant developments of the investigation.

(4) **Credibility.**

(a) In order for investigations to be viewed as credible it is critical to demonstrate that the procedures followed are consistent, known to the public, and rooted in best practices for homicide investigations, with particular attention focused on those unique areas of evidence relevant to the officer's decision-making process. Equally important is the credibility of the investigators. Training, a history of ethical behavior, and demonstrated impartiality are critical to maintain confidence in the investigation.

(b) Standards for a credible independent investigative process:

- After life-saving first aid has been provided, members of the involved agency and other first responders at the scene will:

- Secure the incident scene and maintain its integrity until the IIT arrives.

- The perimeter must be clearly marked and protected.
- Evanescent evidence must be located and preserved, consistent with best practices published annually by the criminal justice training commission.

- The independent investigation will follow accepted best practices for homicide investigations published and annually updated by the WSCJTC.

- An involved agency conducting a timely internal administrative investigation for compliance with department policy and procedures is critical to maintaining public trust and is separate and distinct from the independent investigation required by the LETCSA. To allow the involved agency to move forward with the administrative investigation in a timely fashion, the independent investigation required by LETCSA must be conducted in a manner that does not inhibit the involved agency from doing so. To accomplish this:

- The IIT commander must create and enforce firewalls, which is a process to prevent information sharing between the IIT from the involved agency, and train all team members to observe them to ensure no member of the IIT receives any compelled statements of the involved officer(s) or any investigative content that was informed by such compelled statements.

- The firewall system and training must ensure that the involved agency is affirmatively advised not to furnish "prohibited content" to the IIT.

- If any member of the IIT receives prohibited information, the investigator receiving the prohibited information must immediately report it to their supervisor and the member must discontinue participation in the investigation. The information will be removed and/or isolated from the remaining investigation unless the prosecutor of jurisdiction deems such action unnecessary.

(c) The standards for credible investigators include:

(i) Appointed Members.

The chiefs and sheriffs who sign a written agreement to support and participate in the IIT shall appoint:

- The IIT leadership team, which may include an IIT commander, assistant commander, or co-commander.

- At least two non-law enforcement community representatives who have credibility with and ties to communities impacted by police use of deadly force. The Chiefs and Sheriffs of each regional team shall create a transparent process for soliciting names and creating a roster of individuals willing to serve in this capacity. The IIT community representatives must be chosen from this list by the chief(s) and/or sheriff(s).

- All IIT leadership shall be commissioned peace officer(s), with previous experience in criminal investigations.

- The IIT supervisors shall be recommended by their agency to the IIT commander.

(ii) Selection Process for IIT Members.

The IIT leadership shall:

- Ensure all applicants meet all time, rank, and training prerequisites described in chapter xxx WAC.

- Ensure that qualified applicants are interviewed by a panel, which includes the non-law enforcement community representatives and other members of the IIT selected by the IIT commander.

- All applicants shall be interviewed using criteria pertinent for the position of an IIT investigator. The same questions should be asked of each applicant.

- At the conclusion of the panel the IIT commander shall consider the recommendations of the panel and select those best suited for the needs of the IIT.

(iii) Requirements for IIT Investigators.

- Applicants for the position of investigator must be employed by a member agency of the IIT.

- The applicant shall be a commissioned peace officer in the state of Washington with previous experience as a detective or

investigator, or have special skills or experience necessary for the team.

(iv) Periodic Appointment Review.

The chief or sheriff of a member agency, and the IIT commander shall review the appointment of their IIT members who have served three years for possible rotation or replacement.

(v) Training Requirements.

The credibility of an individual assigned to an IIT is grounded in two elements: training and experience in criminal investigations. Since some IIT members were chosen because of their experience in criminal investigations, it is important to clearly define expectations for both training and experience, and acknowledge the relationship between those two elements.

IIT members who do not meet the training requirement are eligible to participate on the IIT, but not in a lead position.

Civilian IIT members (i.e. Crime Scene Investigators, Evidence Technicians, etc.) are not required to obtain the Qualified Lead Investigator certificate, but the IIT leadership shall establish reasonable non-commissioned training requirements through their IIT protocol.

The CJTC will issue an "IIT Qualified Lead investigator certificate" to ensure that those who are assigned to a lead investigator role for an IIT meet the training requirements listed below by the end of 2020.

To obtain an IIT Qualified Lead Investigator certificate, candidates must:

- Provide proof of at least three years of uninterrupted experience as a certified peace officer, crime scene investigator, or related expertise in a discipline relevant to investigations.

- Provide proof of successful completion of the prescribed training classes, (or appropriate equivalent experience), listed in this chapter.

(A) Basic training classes:

- Basic homicide investigation;
- Interviewing and interrogation;
- LETCSA Violence De-escalation and Mental health training.

IIT Members who have two years or more of relevant, full-time criminal investigative work experience may substitute their work experience for the required Basic Training classes. County Sheriffs, Police Chiefs, and IIT Commanders are encouraged to promote continuing education as a best practice for all members assigned to the IIT.

(B) Advanced training classes.

A minimum of eight hours of training annually may include, but is not limited to, the following criminal investigation topics:

- Advanced homicide investigation techniques;
- Advanced interviewing and interrogation;
- Officer-involved shooting investigation;
- In-custody death investigation;
- Excited delirium and positional asphyxia;
- Bloodstain pattern analysis;
- Crime scene photography/videography and
- Other related training, seminars, and conferences or on-going training as offered by WSCJTC or other training venues on an as available basis.

(C) In-service training.

- All IIT members shall receive priority registration to LETCSA training, required homicide investigations training, and recertification every three years.
- The IIT shall train as a unit at least annually.

(vi) Demonstrated History of Honorable Behavior.

Investigators assigned to an IIT are expected to have a work history free of a sustained finding of serious misconduct and/or a

pattern of sustained complaints and a personal history free of demonstrable bias or prejudice against community members that may be impacted by the police use of deadly force.

Examples of disqualifying sustained misconduct and/or personal history include, but are not limited to:

- Discrimination of any type, based on protected classes identified under RCW 49.60.030(1).
- Theft, fraud, dishonesty, and abuse of authority including, but not limited to: Theft, falsifying an official police record or making a false statement, serious ACCESS (a centralized computer enforcement service system) violations, obtaining or disclosing confidential information, and excessive use of force.
- Dishonorable behavior including, but not limited to: Harassment, bullying, aggressive or intimidating behavior, or threats of violence, including domestic violence.

(vii) Conflicts of Interest.

Within 72-hours of the commencement of each investigation, investigators and non-law enforcement community representatives, must complete a "conflict of interest" assessment tool regarding any connection to the officers being investigated. The assessment (created by WSCJTC) will include questions about prior interactions or

relationships with officers being investigated, and will address social conflict, work conflict, and bias. The conflict assessment will be reviewed and discussed by the non-law enforcement community representatives and the IIT commander. The conflict of interest assessments for investigators and non-law enforcement community representatives will be developed at the March 2020 summit and adopted by the Commission at the June 2020 meeting.

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