

Regional Crisis Response (RCR) Agency
Executive Board Meeting
November 2, 2023

11:00 AM – 12:00 PM

Virtual Zoom link:

<https://kirklandwa-gov.zoom.us/j/88652463332?pwd=tMWV1gTzBTjGGwt31yO27xtajklZIM.1>

Meeting ID: 886 5246 3332

Passcode: 849977

--On-site option available--

Kirkland City Hall

123 5th Ave, Kirkland, WA, 98033

Everest Room

- 1) Call to Order
- 2) Roll Call
- 3) Items from the Audience
- 4) Approval of the Minutes
 - a. Minutes from Regular Meeting October 5, 2023 Page 2
- 5) RCR Proposed Mid-Biennium Budget Amendments Page 4
- 6) Expectations of RCR Agency Principals Page 43
- 7) Criteria for Readiness to Add New Principals Page 45
- 8) Third Quarter Data Dashboard Page 47
- 9) Executive Director Report Page 51
- 10) Good of the Order
- 11) Adjournment

Regional Crisis Response (RCR) Agency
Executive Board Meeting Minutes
October 5, 2023

11:00 AM – 12:00 PM

Virtual Zoom link:

<https://kirklandwa-gov.zoom.us/j/88652463332?pwd=tMWV1gTzBTjGGwt31yO27xtajkIZIM.1>

Meeting ID: 886 5246 3332

Passcode: 849977

--On-site option available--

Kirkland City Hall

123 5th Ave, Kirkland, WA, 98033

Norkirk Room, Upper Level

- 1) Call to Order
Board President Kurt Triplett called the meeting to order at 11:03 am.
- 2) Roll Call
Members Present: Kurt Triplett, Stephanie Lucash, Kyle Stannert, Phillip Hill, Bristol Ellington (joined the meeting at Agenda Item 5).
- 3) Items from the Audience
None presented.
- 4) Approval of the Minutes
 - a. Minutes from Regular Meeting September 7, 2023
Stephanie Lucash moved to approve, seconded by Phillip Hill.
Vote: Motion carried 4-0
Yes: Kurt Triplett, Stephanie Lucash, Kyle Stannert, Phillip Hill.
- 5) Washington Association of Sheriffs and Police Chiefs Mental Health Field Response Grant
Brook Buettner, RCR Executive Director, gave a presentation on the WASPC MHFR Grant history, current potential grant award, changes to staffing model and timeline. Staff answered questions from the Board.

Stephanie Lucash moved to authorize RCR Executive Director to begin the recruitment process for 3.0 temporary Full-time Equivalent Crisis Responders whose hiring is contingent upon the award and acceptance of WASPC MHFR grant funding, seconded by Phillip Hill.

Vote: Motion carried 5-0

Yes: Kurt Triplett, Stephanie Lucash, Kyle Stannert, Phillip Hill, Bristol Ellington.

- 6) Executive Session pursuant to RCW 42.30.110(1)(g) for 6-month Executive Director Performance Review

Entered Executive Session – 11:20 am
Ended Executive Session – 11:58 am

Kyle Stannert moved to authorize a compensation increase to Step 6, effective September 16, 2023, seconded by Bristol Ellington.

Motion carried 5-0

Yes: Kurt Triplett, Stephanie Lucash, Kyle Stannert, Phillip Hill, Bristol Ellington.

- 7) RCR Budget to Actuals Report (January through August 2023)
- 8) Executive Director Report
 - a. Governance Bodies

RCR Executive Director presented the upcoming Principal Assembly meeting's tentative agenda for the Board's comments.
Operations Board Workplan update.
Community Advisory Group update.
Community Visioning Session update.
 - b. Operations Updates

Two new Crisis Responder hires: Melissa Hartley and John Streimikes
- 9) Resolution R-2023-15 Expectations of RCR Member Cities
Tabled for next meeting
- 10) Good of the Order
- 11) Adjournment
Board President Kurt Triplett adjourned the meeting at 12:10pm.

REGIONAL CRISIS RESPONSE (RCR) AGENCY

MEMORANDUM

To: Regional Crisis Response (RCR) Executive Board

From: Michael Olson, RCR Board Treasurer/Kirkland Director of Finance & Administration
Elizabeth Adkisson, Kirkland Administrative Services Manager, Finance & Administration

Date: October 27, 2023

Subject: RCR Proposed Mid-Biennium Budget Amendments

RECOMMENDATION:

The RCR Executive Board receive information about the 2023 Third Quarter Budget to Actuals Report and Proposed Mid-Biennial Budget Amendments; and review the draft resolution adopting an amended 2023-2024 RCR Biennial Budget.

BACKGROUND DISCUSSION:

On January 11, 2023, the Executive Board adopted the 2023-2024 RCR Biennial Budget, through R-2023-06. The adopted budget includes operational expenses for a 13 FTE program in an approximate amount of \$5.4M; and assumes over \$1.1M in grant revenue, as well as \$4.3M in member agency contributions.

On October 5, 2023, the Executive Board received a memo on 2023 Budget to Actuals for the period of January through August 2023 and revisited the reconciliation framework policy options to address potential savings. (*Attachment 1*)

2023 Third Quarter Budget to Actuals Report

The City of Kirkland Fiscal Agent support team has prepared the 2023 Third Quarter Budget to Actuals Report for the period of January through September 2023 (*Attachment 2*). This report continues to reflect an ending fund balance of over \$600,000.

Proposed Mid-Biennium Budget Amendments

As noted in the October memo, RCR has been awarded additional grant funding from the Association of Washington Cities (AWC) Alternative Response Team Grant Program in an amount of \$260,000, for the term of July 1, 2023, through June 30, 2024 (*Attachment 3*).

At this time, the only proposed amendment to the budget as adopted is to include these additional grant revenues. The draft resolution and amended budget are included for the Executive Board's review (*Attachment 4*).

Additional grant funding from the Washington Association of Sheriffs and Police Chiefs (WASPC) is pending agreement, and the associated revenues and expenditures will be incorporated into a final draft resolution, should the agreement be executed prior to December 2023.

Next Steps:

On December 7, 2023, the proposed amended budget will be presented to the RCR Executive Board for potential adoption.

The City of Kirkland Fiscal Agent will continue to provide quarterly Budget to Actual Reports to the RCR Executive Board. The Fourth Quarter 2023 Financial Report will be presented in February 2024, to coincide with continued discussions relating to the reconciliation framework and potential policy options.

BOARD ACTION RECOMMENDED

It is recommended that the Board review the 2023 Third Quarter Budget to Actuals Report and Proposed Mid-Biennium Budget Amendments and identify any questions or additional information needed to proceed with next steps in the Mid-Biennial Budget Process.

List of Attachments

1. RCR Budget to Actuals Report (January through August 2023)
2. 2023 Third Quarter Budget to Actuals Report (January through September 2023)
3. AWC ART Grant (2023-2024)
4. Proposed Resolution Amending the 2023-2024 RCR Biennial Budget

REGIONAL CRISIS RESPONSE (RCR) AGENCY

MEMORANDUM

To: RCR Executive Board

From: Michael Olson, RCR Board Treasurer/Kirkland Director of Finance & Administration
Elizabeth Adkisson, Kirkland Administrative Services Manager, Finance & Administration

Date: September 27, 2023

Subject: RCR Budget to Actuals Report (January through August 2023)

RECOMMENDATION:

The RCR Executive Board receive information about the 2023 Budget to Actuals for the period of January through August 2023; and revisit the reconciliation framework policy options to address potential savings.

BACKGROUND DISCUSSION:

On January 11, 2023, the Executive Board adopted the 2023-2024 RCR Biennial Budget, through R-2023-06. The adopted budget includes operational expenses for a 13 FTE program in an approximate amount of \$5.4M; and assumes over \$1.1M in grant revenue, as well as \$4.3M in member agency contributions. (*Attachment 1*)

On May 4, 2023, the Executive Board received an update on budget projections related to personnel expenses and grant revenues and discussed policy options related to potential savings in 2023, due to delayed start-up of full operations. (*Attachment 2*)

On June 1, 2023, the RCR Agency was fully operational. Prior to this time, crisis response functions were provided by City of Kirkland Community Responders and the five-city RADAR program which was operated out of the City of Bothell. During January through May, expenditures and grant revenues were directly accounted for by each agency. These costs are included in the actual results to provide an “apples to apples” comparison to the adopted budget.

2023 Budget to Actuals Report

The City of Kirkland Fiscal Agent support team has prepared the 2023 Budget to Actuals Report for the period of January through August 2023 (*Attachment 3*); this information is a compilation of revenue and expense information from multiple sources, including the City of Kirkland and the City of Bothell. It addresses both the actual expense and revenue transactions that have occurred during this timeframe from the multiple sources cited, as well as estimates for the remainder of 2023.

As indicated in the May Reconciliation memorandum (*Attachment 2*), there is an expected ending fund balance of over \$600,000. Based on the uncertainty of grant revenues to be received in 2023, this number may increase to upwards of \$1 million.

Please note the following highlights of this budget to actuals report:

- Operations: RCR has been fully operational since June 1, 2023, is currently staffed at 85% and anticipated to be fully staffed at the end of the year. The City of Kirkland has provided ongoing fiscal and administrative support and is preparing the billing to RCR for services rendered. Invoices will be issued for June, July, and August 2023 within the first two weeks of October and invoices for January through May of 2023 are anticipated to be issued in late October 2023.
- Grants: Several grant revenues built into the 2023-2024 Budget have yet to be received directly by RCR, as contracts are yet to be finalized and, in most cases, the City of Kirkland will be the receiving entity, and act as a pass-through agency on behalf of RCR.
 - MIDD (\$436,000): This Agreement is currently with the City of Bothell and pending transfer to the City of Kirkland. The City of Kirkland will then be able to invoice for personnel expenses for three total positions (2.0 Crisis Responder FTEs and at least the partial cost of the Executive Director FTE starting June 1, 2023).
 - WASPC (\$80,000): The 2023 grant was received by the City of Kirkland Police Department and utilized to purchase a vehicle for RCR Agency use. This asset will remain with the City of Kirkland, per the grant agreement. *A new grant contract is pending with the City of Kirkland Police Department for July 2023-June 2025. This new grant, when awarded and accepted, will be reflected in the Mid-Bi Budget adjustment process. Additional information on this grant will be provided at the October Executive Board Meeting.*
 - AWC-ART Grant Program (\$70,500): The July 2022-June 2023 grant was received by the City of Kirkland and utilized as a reimbursement for crisis responder services for the months of January through April 2023. *A new grant contract is pending with the City of Kirkland for July 2023-June 2024. When the contract is finalized, the City of Kirkland will be able to invoice for personnel expenses for 2.0 Crisis Responder FTEs. This new grant, when awarded and accepted, will be reflected in the Mid-Bi Budget adjustment.*
 - DOJ (\$72,400): This agreement is currently pending; no reimbursements are anticipated in 2023. This existing grant may carry forward into 2024 and, if that is the case, a future budget adjustment will be brought forward for consideration by the Board.
- Estimated 2023 Ending Fund Balance: The RCR Agency is estimated to have a year-ending balance of at least \$610,966. Due to grant revenue uncertainties, this number may increase by an estimated amount of \$467,904, based on the following details:
 - MIDD (\$436,000): Additional reimbursements may be received for the months of June-December 2023, in an estimated amount of \$294,187.
 - AWC-ART Grant Program (\$240,000): The *new grant* contract is pending; additional reimbursements may be received for the months of June-December 2023, in an estimated amount of \$173,717.
 - **Estimated 2023 Ending Fund Balance: between 600K to 1.1M.**

Reconciliation Framework – Revisited

As discussed in May 2023, the RCR Executive Board has several policy options to consider for the deployment of the estimated 2023-2024 ending fund balance (savings), including:

- Provide a one-time credit to each agency for the final 2023 payment,
- Adjust the 2024 payments,
- Create a rate stabilization fund with the savings that could then be applied to help smooth the transition to the 2025-2026 contributions, and/or
- Create other reserves or add to the Operation Reserves.

At the May meeting, the Board expressed a preference for the third option, creating a rate stabilization fund. Actual creation of the fund is recommended to take place in 2024, after actual 2023 results are available. In the meantime, draft reserve policies will be brought forward for Board consideration in February 2024. To provide an example of the form that the policies might take, the NORCOM Revenue and Fund Balance Policies have been included for your review and comment (*Attachment 4*).

Next Steps:

On November 2, 2023, the proposed Mid-Biennial Budget Adjustments will be presented to the RCR Executive Board for review. These adjustments will include the additional revenue sources identified above (AWC and WASPC grants), as well as adjustments to expenditures (for the new, additional grant-funded crisis response services).

On December 7, 2023, the amended budget will be presented to the RCR Executive Board for potential adoption.

The City of Kirkland Fiscal Agent will continue to provide quarterly Budget to Actual Reports to the RCR Executive Board, with the next report for activity through the Third Quarter 2023 presented in November. The Fourth Quarter 2023 Financial Report will be presented in February 2024, to coincide with continued discussions relating to the reconciliation framework and potential policy options.

BOARD ACTION RECOMMENDED

1. It is recommended that the Board review the 2023 Budget to Actuals Report and identify any questions or additional information needed to proceed with next steps in the Mid-Biennial Budget Process.
2. It is recommended that the Board identify questions and additional information needed to prepare for further reconciliation framework discussion in February 2024.

List of Attachments*

1. 2023 Approved Budget
2. Reconciliation Framework Memorandum (May 2023)
3. 2023 Budget to Actuals (January – August 2023)
4. NORCOM Revenue & Fund Balance Policies

**NOTE: Please click on attachment name to navigate to each document*

RESOLUTION R-2023-06

A RESOLUTION OF THE REGIONAL CRISIS RESPONSE AGENCY ADOPTING THE INITIAL 2023-2024 RCR AGENCY BUDGET.

WHEREAS, the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park, and Shoreline have formed the Regional Crisis Response (RCR) Agency by interlocal agreement (ILA) to provide consolidated and expanded mobile crisis response services to the five-city region; and

WHEREAS, the agency set forth an initial budget in its founding interlocal agreement including annual member agency contributions; and

WHEREAS, since adopting the founding interlocal agreement the agency has received additional grant revenue, reducing member agency contributions; and

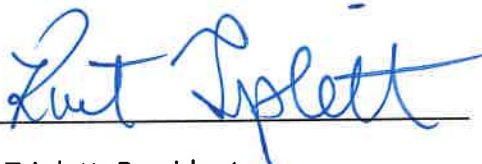
WHEREAS, the Board finds that the updated 2023-2024 budget reflect the revenues and expenditures that are intended to ensure the provision of mobile crisis response services envisioned by the agency and correct annual member agency contributions.

NOW, THEREFORE, be it resolved by the Executive Board of the RCR Agency as follows:

Section 1. The initial 2023-2024 Budget of the Regional Crisis Response Agency, as summarized in Exhibit "A" attached and incorporated by this reference as a though fully set forth, is adopted as the initial Budget of the Regional Crisis Response Agency for 2023-2024.

Passed by majority vote of the RCR Agency Executive Board in open meeting this 11th day of January, 2023.

Signed in authentication thereof this 12th day of January, 2023.


Kurt Triplett, President

Attest:

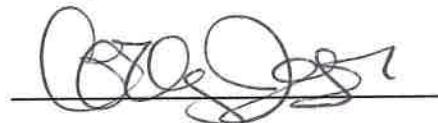

Carly Joerger, Secretary

EXHIBIT A 2023-2024 BUDGET AND PRINCIPAL BUDGET SHARES

2023-2024 Regional Crisis Response Agency Budget Detail

Budget	START-UP COST	ONGOING OPERATIONS			GRANDTOTAL (START-UP & ONGOING)
		2023	2024	TOTAL '23-'24	
EXPENSES					
Personnel	\$ 8,580	\$ 2,020,933	\$ 2,104,847	\$ 4,125,780	\$ 4,134,360
Professional Services & Training	\$ 18,000	\$ 49,400	\$ 50,882	\$ 100,282	\$ 118,282
Clothing and Equipment	\$ 41,400	\$ 10,450	\$ 10,764	\$ 21,214	\$ 62,614
IT, Supplies, and Furniture	\$ 52,830	\$ 155,745	\$ 160,763	\$ 316,508	\$ 369,338
Vehicles	\$ 100,000	\$ 24,740	\$ 25,482	\$ 50,222	\$ 150,222
Miscellaneous	\$ 184,246	\$ 195,340	\$ 201,917	\$ 397,257	\$ 581,502
TOTAL EXPENSES	\$ 405,056	\$ 2,456,607	\$ 2,554,655	\$ 5,011,262	\$ 5,416,318
REVENUES					
Grants/Other External Revenue		\$ 658,900	\$ 508,400	\$ 1,167,300	\$ 1,167,300
TOTAL REVENUES		\$ 658,900	\$ 508,400	\$ 1,167,300	\$ 1,167,300
PROGRAM BALANCE (portion covered by Member Agencies)	\$ 405,056	\$ 1,797,707	\$ 2,046,255	\$ 3,843,962	\$ 4,249,018

2023-2024 Principal Shares

	Bothell	Kenmore	Kirkland	LFP	Shoreline	Total
Population (April 2022 Revised OFM)	48,940	24,090	93,570	13,620	60,320	240,540
% of Total	20.35%	10.01%	38.90%	5.66%	25.08%	100.00%
PRINCIPAL SHARES						
Start-Up (1-Time Costs)	\$ 82,412	\$ 40,566	\$ 157,567	\$ 22,935	\$ 101,575	\$ 405,056
2023 Kirkland Covers additional 3.5 FTEs, remaining per capita	\$ 251,166	\$ 123,633	\$ 1,043,441	\$ 69,899	\$ 309,569	\$ 1,797,707
2024 Kirkland Covers additional 3.5 FTEs, remaining per capita	\$ 312,532	\$ 153,839	\$ 1,107,700	\$ 86,978	\$ 385,205	\$ 2,046,255
TOTAL 2023-2024	\$ 646,110	\$ 318,038	\$ 2,308,707	\$ 179,812	\$ 796,350	\$ 4,249,018

ALLOCATION METHODOLOGY

City of Kirkland offered to cover a larger portion of the on-going costs in 2023-2024 since the City was already funding the Kirkland-only Community Responder program at higher levels. The cities agreed to this arrangement in the first biennium with the goal of sharing the program costs equitably on a per-capita basis starting in 2025-2026.

REGIONAL CRISIS RESPONSE (RCR) AGENCY

MEMORANDUM

To: RCR Executive Board

From: Tracey Dunlap, RCR Start-up Consultant
Carly Joerger, RCR Board Secretary/Kirkland Management Analyst
Brook Buettner, RCR Executive Director

Date: April 27, 2023

Subject: 2023-2024 Budget Reconciliation Framework

RECOMMENDATION:

That the Regional Crisis Response (RCR) Agency Executive Board receive an updated budget projection for RCR personnel for 2023-2024 and 2025-2026 and discuss policy options related to potential savings in 2023 due to delayed start-up of full operations.

BACKGROUND DISCUSSION:

At their April 21 Special meeting, the RCR Board authorized creation of Crisis Responder I and II salary bands to promote strong retention, pay equity, and recruitment benefits. The April 21st meeting materials are linked [here](#). The budget impacts of that decision were presented at that time, recognizing that there have been other budget impacts since the budget was adopted in January 2023. The purpose of this memorandum is to look at the status of the RCR budget and consider options for managing savings from 2023. In addition, a discussion of first quarter of 2023 service levels and actual expenditures for the RADAR program and Kirkland Community Responders is provided. The intent is to provide information to support the Board in discussion of a draft reconciliation framework and policy options; no action is requested at this time. Specific information provided includes:

- Actual wages for other RCR personnel now that the Executive Director, Supervisor, and Administrative Assistant positions are filled,
- New grant revenue not recognized in the adopted budget,
- Q1 2023 Actuals for RADAR and Kirkland's Community Responder staff and any associated grant spend-down,
- Updated 2023-2024 and 2025-2026 budget projections, and
- Framework, options, and timeline for budget reconciliation.

Recap of Adopted Budget

At the January 11, 2023 RCR Board meeting, the 2023-2024 budget and member contributions were adopted via R-2023-06. A link to the budget cover sheet is included [here](#) and the summary table is shown on the following page as Table 1.

Table 1. Member Agency Shares of Adopted 2023-2023 RCR Budget

City Contributions & Grants	2023	2023	2024	2023-2024 Total	Preliminary 2025-2026 Total
	One-Time	On-going	On-going		
Bothell	\$82,412	\$251,166	\$312,532	\$646,110	\$896,013
Kenmore	\$40,566	\$123,633	\$153,839	\$318,038	\$441,049
Kirkland	\$157,567	\$1,043,441	\$1,107,700	\$2,308,707	\$1,713,116
LFP	\$22,935	\$69,899	\$86,978	\$179,812	\$249,360
Shoreline	\$101,575	\$309,569	\$385,205	\$796,350	\$1,104,362
Total City Contributions	\$405,056	\$1,797,707	\$2,046,255	\$4,249,018	\$4,403,900
Total Grant Revenue	\$0	\$658,900	\$508,400	\$1,167,300	\$944,400
Total Program Costs	\$405,055	\$2,456,607	\$2,554,655	\$5,416,318	\$5,348,300

This budget was developed during negotiation of the interlocal agreement in the Fall of 2022, with the best information available at that point in time and assuming a January 1, 2023 go live. Since that time, updated information has become available and the transfer of responder employees loaned to RCR has been set as June 1, 2023 to allow start-up activities to be completed.

Budget Impact of Authorizing a Crisis Responder I and II Classification

As approved at the April 21 Special Meeting, the estimated budget impact of authorizing creation of Crisis Responder I and II classifications is shown in Table 2. As noted in that memo, due to the significant salary savings in 2023, there is no budget impact in the 2023-2024 biennium. However, moving to a I and II classification increases the projected 2025-2026 budget by 4%, or \$112,896, in front line staff personnel expenses, including wages and benefits.

Table 2. Budget Impact of Authorizing a Crisis Responder I and II Classification¹

PERSONNEL EXPENSES	Adopted Budget			Updated Projected Budget			\$ Change	% Change
	2023	2024	TOTAL '23-'24	2023	2024	TOTAL '23-'24		
6 FTE (filled)	\$ 861,169	\$ 897,115	\$ 1,758,284	\$ 549,038	\$ 928,719	\$ 1,477,757	\$ (280,527)	-16%
4 FTE (vacant)	\$ 574,112	\$ 598,077	\$ 1,172,189	\$ 304,055	\$ 599,111	\$ 903,166	\$ (269,023)	-23%
Subtotal	\$ 1,435,281	\$ 1,495,191	\$ 2,930,473	\$ 853,094	\$ 1,527,829	\$ 2,380,923	\$ (549,550)	-19%
% Change				-41%	2%	-19%		
\$ Change				\$ (582,188)	\$ 32,638	\$ (549,550)		

PERSONNEL EXPENSES	Original Projected Budget			Updated Projected Budget			\$ Change	% Change
	2025	2026	TOTAL '25-'26	2025	2026	TOTAL '25-'26		
6 FTE (filled)	\$ 927,177	\$ 958,299	\$ 1,885,476	\$ 960,983	\$ 1,012,713	\$ 1,973,696	\$ 88,221	5%
4 FTE (vacant)	\$ 618,118	\$ 638,866	\$ 1,256,984	\$ 622,558	\$ 659,101	\$ 1,281,659	\$ 24,675	2%
Subtotal	\$ 1,545,295	\$ 1,597,164	\$ 3,142,459	\$ 1,583,541	\$ 1,671,814	\$ 3,255,355	\$ 112,896	4%
% Change				2%	5%	4%		
\$ Change				\$ 38,246	\$ 74,649	\$ 112,896		

¹ Five of the six filled positions are assumed to start on RCR's payroll June 1 and one on September 1st which is the anticipated return of that individual from military leave. The four vacant positions are summed to begin on RCR's payroll August 1. For simplicity, this analysis does not account for any Q1 2023 personnel expenses reimbursed by RCR grants.

Budget Impact with Updated Salaries for all RCR Personnel

The adopted 2023-2024 RCR Budget was created during the interlocal agreement negotiations and assumed 12 months of FTE costs in 2023, the middle step for all personnel based on 2022 wages, an 8.5% COLA in 2023, and a 4% COLA in 2024. In the last several weeks, many of these assumptions have come into focus as positions are filled, a June 1 ‘launch’ date is identified, and City of Kirkland ratified the 2023-2024 agreement with AFSCME. Changes include:

- RCR has filled the Executive Director, Supervisor, and Administrative Assistant positions at steps commensurate with the incumbent’s experience and qualifications.
- The 2023-2024 agreement with AFSCME includes:
 - o 7% COLA in 2023,
 - o 3.5% COLA in 2024, and
 - o 2.2% market adjustments for the Crisis Responder salary range to better align with City of Bothell’s RADAR Navigator pay range.

Staff prepared an updated 2023-2024 budget projection for RCR personnel expenses based on these changes above and creation of the Crisis Responder I and II classification as shown in Table 3.

Table 3. Budget Impact with Updated Salaries for all RCR Personnel²

PERSONNEL EXPENSES	Adopted Budget			Updated Projected Budget			\$ Change	% Change
	2023	2024	TOTAL '23-'24	2023	2024	TOTAL '23-'24		
Executive Director	\$ 194,919	\$ 202,966	\$ 397,885	\$ 160,301	\$ 222,849	\$ 383,149	\$ (14,736)	-4%
Supervisor	\$ 174,692	\$ 181,930	\$ 356,622	\$ 141,204	\$ 192,323	\$ 333,527	\$ (23,095)	-6%
6 FTE CRs (filled)	\$ 861,169	\$ 897,115	\$ 1,758,284	\$ 549,038	\$ 928,719	\$ 1,477,757	\$(280,527)	-16%
4 FTE CRs (vacant)	\$ 574,112	\$ 598,077	\$ 1,172,189	\$ 304,055	\$ 599,111	\$ 903,166	\$(269,023)	-23%
On-Call + OT	\$ 93,525	\$ 97,266	\$ 190,792	\$ 93,525	\$ 97,266	\$ 190,792	\$ -	0%
Admin Assistant	\$ 118,225	\$ 123,204	\$ 241,429	\$ 76,068	\$ 132,546	\$ 208,614	\$ (32,815)	-14%
Background check	\$ 4,290	\$ 4,290	\$ 8,580	\$ 4,290	\$ 4,290	\$ 8,580	\$ -	0%
<i>Subtotal</i>	<i>\$ 2,020,933</i>	<i>\$ 2,104,847</i>	<i>\$ 4,125,780</i>	<i>\$ 1,328,481</i>	<i>\$ 2,177,103</i>	<i>\$ 3,505,584</i>	<i>\$(620,196)</i>	<i>-15%</i>
% Change				-34%	3%	-15%		
\$ Change				\$ (692,452)	\$ 72,256	\$ (620,196)		

PERSONNEL EXPENSES	Original Projected Budget			Updated Projected Budget			\$ Change	% Change
	2025	2026	TOTAL '25-'26	2025	2026	TOTAL '25-'26		
Executive Director	\$ 209,580	\$ 216,418	\$ 425,998	\$ 223,821	\$ 230,473	\$ 454,295	\$ 28,297	7%
Supervisor	\$ 187,912	\$ 194,101	\$ 382,013	\$ 198,618	\$ 205,127	\$ 403,745	\$ 21,731	6%
6 FTE CRs (filled)	\$ 927,177	\$ 958,299	\$ 1,885,476	\$ 960,983	\$ 1,012,713	\$ 1,973,696	\$ 88,221	5%
4 FTE CRs (vacant)	\$ 618,118	\$ 638,866	\$ 1,256,984	\$ 622,558	\$ 659,101	\$ 1,281,659	\$ 24,675	2%
On-Call + OT	\$ 96,331	\$ 100,184	\$ 196,516	\$ 96,331	\$ 100,184	\$ 196,516	\$ -	0%
Admin Assistant	\$ 127,425	\$ 131,799	\$ 259,223	\$ 137,047	\$ 141,709	\$ 278,756	\$ 19,533	8%
Background check	\$ 4,290	\$ 4,290	\$ 8,580	\$ 4,290	\$ 4,290	\$ 8,580	\$ -	0%
<i>Subtotal</i>	<i>\$ 2,170,833</i>	<i>\$ 2,243,956</i>	<i>\$ 4,414,789</i>	<i>\$ 2,243,648</i>	<i>\$ 2,353,598</i>	<i>\$ 4,597,246</i>	<i>\$ 182,457</i>	<i>4%</i>
% Change				3%	5%	4%		
\$ Change				\$ 72,815	\$ 109,642	\$ 182,457		

² Assumed start dates: Supervisor – March 1, Executive Director - April 1, Administrative Assistant – May 1, Crisis Responders (CRs) same as footnote 1. No changes were made in the on-call methodology or background check lines. These updates do not reflect any salary expenses reimbursed by grants in Q1 2023.

Due to the high level of vacancies in 2023 as RCR starts operations, staff project a 15% savings in 2023-2024, or \$620,196. This does not account for any spend-down in Q1 of existing grant revenue, which is discussed further below.

New Grant Revenue Not Reflected in Adopted Budget

Since the 2023-2024 budget was adopted, there has been additional grant funding identified and other grant changes as follows (more descriptions of the grants are included in the Grant Update memo discussed at the [4/21 Special meeting](#)):

- An additional \$300,000 in MIDD funding was awarded, although those funds are not yet under contract;
- \$59,900 in supplemental funding from the WASPC Mental Health First Response Team Grant has been received to help defray the one-time cost of vehicle acquisition;
- The original WASPC grant, which reimburses contractor hours, is unlikely to be billed to the full amount by June 30, 2023, so a reduction of \$40,000 is shown below to half the original grant amount;
- The share of the DOJ grant that funds RCR costs has increased from earlier estimates.
- The Washington State legislature has allocated additional funding the Association of Washington Cities Alternative Crisis Response Grants this session, which RCR is already receives and would apply for continuation in the new State fiscal year (shown in 2024 at the current level).
- Reflecting these grants results in a potential revised budget as shown in Table 4.

Table 4. Adopted and Updated Grant Assumptions

	2023	2024	TOTAL '23-'24	2025	2026	TOTAL '25-'26
Grants/Other External Revenue (Adopted Budget)						
MIDD	\$ 436,000	\$ 436,000	\$ 872,000	\$ 436,000	\$ 436,000	\$ 872,000
WASPC	\$ 80,000	\$ -	\$ 80,000	\$ -	\$ -	\$ -
DOJ	\$ 72,400	\$ 72,400	\$ 144,800	\$ 72,400	\$ -	\$ 72,400
AWC	\$ 70,500		\$ 70,500	\$ -	\$ -	\$ -
Total - Adopted Budget	\$ 658,900	\$ 508,400	\$ 1,167,300	\$ 508,400	\$ 436,000	\$ 944,400
Anticipated Changes						
MIDD	\$ 150,000	\$ 150,000	\$ 300,000	\$ -	\$ -	\$ -
WASPC (unspent on contracts)	\$ (40,000)	\$ -	\$ (40,000)	\$ -	\$ -	\$ -
WASPC (one-time add)	\$ 59,900	\$ -	\$ 59,900	\$ -	\$ -	\$ -
DOJ (increase in RCR share)	\$ 24,312	\$ 24,312	\$ 48,624	\$ 24,312	\$ -	\$ 24,312
AWC (assume same for '24)	\$ -	\$ 70,500	\$ 70,500	\$ -	\$ -	\$ -
Subtotal - Antic. Changes	\$ 194,212	\$ 244,812	\$ 439,024	\$ 24,312	\$ -	\$ 24,312
Total with Changes	\$ 853,112	\$ 753,212	\$ 1,606,324	\$ 532,712	\$ 436,000	\$ 968,712

The “Total with Changes” is used to generate the projected budget presented later in this memo, recognizing that additional information may result in further changes to these amounts as agreements are negotiated and transferred to RCR.

Q1 2023 Service Levels and Actuals for RADAR and Kirkland’s Community Responder Staff

Another factor to consider in evaluating the budget status is the actual services delivered before official launch on June 1, 2023 that have been funded with the grants assumed in the adopted budget. While the transfer of staffing has been delayed until this date, the RADAR Navigators and Kirkland Community

Responders have continued to provide services to the community. Actual information on responses by jurisdiction during the first quarter of 2023 is summarized below in Table 5.

Table 5. 1Q 2023 Responses by Member

1Q 2023 Services	2023 Q1 individuals	% of Total	2023 Q1 encounters	% of Total
Bothell	44	16.1%	108	16.0%
Kenmore	6	2.2%	13	1.9%
Kirkland	146	53.5%	313	46.4%
LFP	7	2.6%	26	3.9%
Shoreline	70	25.6%	214	31.8%
Total City Responses	273	100.0%	674	100.0%

Note that the data is based on the individual's home city rather than the city where they were encountered, but these figures are a reasonable proxy for the first quarter activity. To put these figures into context, the adopted budget contribution amounts in Table 1 are repeated in Table 6 with percentage contributions shown to the right 2023.

Table 6. Adopted Budget Contributions

City Contributions	2023-2024	2023-2024	Preliminary 2025-2026	% of Budget		
	Total	On-going		23-24 Total	23-24 On-going	25-26 On-going
Bothell	\$646,110	\$563,698	\$896,013	15.21%	14.66%	20.35%
Kenmore	\$318,038	\$277,472	\$441,049	7.48%	7.22%	10.01%
Kirkland	\$2,308,707	\$2,151,141	\$1,713,116	54.34%	55.96%	38.90%
LFP	\$179,812	\$156,877	\$249,360	4.23%	4.08%	5.66%
Shoreline	\$796,350	\$694,774	\$1,104,362	18.74%	18.07%	25.08%
Total City Contributions	\$4,249,018	\$3,843,962	\$4,403,900	100.00%	100.00%	100.00%

The expenses incurred with the first quarter responses are summarized in Table 7:

- Actual RADAR expenses paid by Bothell and reimbursed by the MIDD grant are shown for January and February; the March figure is an estimate based on February.
- Kirkland Crisis Responder (CR) actual personnel costs are shown, a portion of which will be billed against the AWC grant (\$70,500).

Table 7. First Quarter 2023 Expenditures

1Q 2023 Expenditures	January	February	March (est.)	Total	Grant Funded	Net Cost after Grants
RADAR (Bothell paid by MIDD)	\$33,522	\$26,247	\$26,247	\$86,016	\$86,016	\$0
Kirkland CR (partial paid AWC)	\$47,706	\$46,616	\$45,178	\$139,500	\$70,500	\$69,000
Total Q1 Expenditures	\$81,228	\$72,863	\$71,425	\$225,516	\$156,516	\$69,000

Both of these grants are assumed in the RCR adopted budget; however, these expenses have not been factored into the budget calculations shown earlier. Staff recommends including these expenses in the budget projection up to the grant amounts, given that they are related to providing services and are reimbursed in whole or in part by budgeted grants.

In creating the updated budget projection summarized below, assumptions were made regarding grant-funded expenses that will be incurred in April and May, prior to the staff transfer date of June 1, as summarized in Table 8.

Table 8. Grant-Funded Expenses Included in Budget Projection

Projected Costs for Jan-May in Projection	1Q Estimate	April (est.)	May (est.)	Total	Grant Funded	Net Cost after Grants
RADAR (Bothell paid by MIDD)	\$86,016	\$26,247	\$26,247	\$138,511	\$138,511	\$0
Kirkland CR (partial paid AWC)	\$139,500	\$45,178	\$45,178	\$229,856	\$70,500	\$159,356
Total Q1 Expenditures	\$225,516	\$71,425	\$71,425	\$368,367	\$209,011	\$159,356

Note: RADAR estimate based on February actual for March-May and Kirkland estimate is based on March actual for April-May.

The inclusion of these costs more accurately reflects the cost of operations and better aligns assumed revenues with expenditures. The recommendations that follow include an adjustment to apply the Net Cost after Grants for Kirkland to Kirkland’s contribution given that the services associated with the costs benefitted Kirkland specifically.

Updated 2023-2024 and 2025-2026 Projections

Taking all of these factors into consideration, Table 9 summarizes the current budget estimate for 2023-2024 and a revised projection for 2025-2026.

Table 9. Updated Budget Projections

Revised Budget Projection	2023 One-Time	2023 On-going	2024 On-going	2023-2024 Total	Preliminary 2025-2026
Adopted Budget	\$405,056	\$2,456,607	\$2,554,655	\$5,416,318	\$5,348,300
Change to Personnel	\$0	-\$692,452	\$72,256	-\$620,196	\$182,457
Jan-May Expenditures	\$0	\$368,367	\$0	\$368,367	\$0
Revised Budget Projection	\$405,056	\$2,132,522	\$2,626,911	\$5,164,488	\$5,530,757
Program Budget Change	\$0	-\$324,085	\$72,256	-\$251,829	\$182,457

The updated grant assumptions are applied in Table 10 to arrive at a revised City Contribution total.

Table 10. Projected City Contribution Total

Potential Change to Total City Contributions	2023 One-Time	2023 On-going	2024 On-going	2023-2024 Total	Preliminary 2025-2026
Revised Budget Projection	\$405,056	\$2,132,522	\$2,626,911	\$5,164,488	\$5,530,757
Less: Grants w/Changes	\$59,900	\$793,212	\$753,212	\$1,606,324	\$968,712
Projected Change	\$345,156	\$1,339,310	\$1,873,699	\$3,558,164	\$4,562,045
Adopted City Contributions	\$405,056	\$1,797,707	\$2,046,255	\$4,249,018	\$4,403,900
Change from Adopted	-\$59,900	-\$458,397	-\$172,556	-\$690,853	\$158,145

The current estimated savings for 2023-2024 is \$690,000, with increased costs of \$158,000 projected for 2025-2026. This projection continues to be subject to change, but provides a snapshot of the current information available.

As noted earlier, staff recommends that the allocation of savings to individual jurisdictions be adjusted to reflect that the net cost for Kirkland responders in January through May only provided service in Kirkland. This cost (estimated at \$159,356 in Table 8) should be applied to Kirkland’s share of the savings, with that amount reallocated to the other members to increase their share of the savings. Table 11 illustrates what the allocation of savings would be under the adopted contribution amounts in the first column and the recommended adjustment, applying the net cost to Kirkland’s share. This type of adjustment might also be applied to a cost charged to RCR but agreed to be fully paid by an individual jurisdiction if needed. An example might be to recognize that the new RCR Administrative Assistant has leave accruals that were earned while working for Kirkland, which will be used in future as a RCR employee. Note that the 2025-2026 allocation basis is unchanged and on a per capita basis.

Table 11. Jurisdiction Allocation of Incremental Savings/Cost

Jurisdiction Allocation of Incremental Savings/Cost	2023-2024 Total	2023-2024 Adjustment	2023-2024 Total	Preliminary 2025-2026
<i>Allocation Basis</i>	Adopted %	Reallocation	Adjusted	Per Capita
Bothell	-\$105,052	-\$53,064	-\$158,116	\$32,176
Kenmore	-\$51,710	-\$26,120	-\$77,830	\$15,838
Kirkland	-\$375,376	\$159,356	-\$216,020	\$61,518
LFP	-\$29,236	-\$14,768	-\$44,004	\$8,955
Shoreline	-\$129,480	-\$65,404	-\$194,883	\$39,658
Total City Share	-\$690,853	\$0	-\$690,853	\$158,145

Periodic updates on budget projections will be provided to the Board and adjustments to contributions can be considered as additional information becomes available as described below.

Framework, Policy Options, and Timeline Budget Reconciliation

The purpose of this detailed description is to help provide a framework for budget reconciliation and status reporting. As noted throughout the explanation, there are still a number of assumptions applied to the estimates and the actual transition of staff will not occur until June 1. Based on this information, staff offers the following recommendations for future reconciliation:

- Update projections once additional staff are hired and other costs/grants are better defined,
- When evaluating against the adopted budget, include RADAR and Kirkland CR expenses for Jan-May in the budget projections,
- Adjust allocations to apply the net cost for Kirkland program in January-May to Kirkland’s share of the savings and re-allocate the difference to the other members,
- Continue to track and refine response data, recognizing that establishing a data tracking system will be a longer-term project, and
- Consider adjustments to member contributions in context of the policy options below.

Based on the current assumptions, it is clear that there will be substantial savings in 2023 from the adopted budget (currently estimated at almost \$700,000) due to start-up activities and staff vacancies. Staff recommends that the Board defer making a decision on how to deploy these funds until later in 2023 to allow for further refinement of estimates as additional information becomes known. Options that the Board might consider at that time include:

- Provide a one-time credit to the final 2023 payment,
- Adjust the 2024 payments,
- Create a rate stabilization fund with the savings that could then be applied to help smooth the transition to the 2025-2026 contributions.

Staff would like the Board’s feedback on this recommendation and on other possible options for deploying the savings, as well as any additional questions regarding the proposed framework.

Board Action Requested:

It is recommended that the Board identify questions and additional information to support further discussions of the framework and policy options related to potential savings in 2023 due to delayed start-up of full operations.

2023-2024 REGIONAL CRISIS RESPONSE
Budget to Actuals January - August 2023 - DRAFT

	2023	2024
BEGINNING FUND OPERATING BALANCE (w/START-UP) \$	-	\$ 574,848
RESERVES \$	-	\$ 138,184
TOTAL BEGINNING FUND BALANCE & RESERVES \$	-	\$ 713,032

CURRENT YEAR REVENUE	START-UP				ONGOING OPERATIONS						
	Budget	Actuals	Budget Balance	% of Budget	2023 Original Budget	2023 Revised Budget	2023 Actuals	2023 Forecast	% of Budget	2024 Original Budget	TOTAL '23-'24
MIDD	\$ -	\$ -	\$ -	0%	\$ 436,000	\$ 436,000	\$ 133,420	\$ 133,420	31%	\$ 436,000	\$ 1,574,840
WASPC	\$ -	\$ -	\$ -	0%	\$ 80,000	\$ 80,000	\$ 69,839	\$ 69,839	87%	\$ -	\$ 299,680
AWC (ART Grant Program)	\$ -	\$ -	\$ -	0%	\$ 70,500	\$ 70,500	\$ 70,500	\$ 70,500	100%	\$ -	\$ 282,001
DOJ	\$ -	\$ -	\$ -	0%	\$ 72,400	\$ 72,400	\$ -	\$ -	0%	\$ 72,400	\$ 217,200
GRANTS/OTHER EXTERNAL	\$ -	\$ -	\$ -	0%	\$ 658,900	\$ 658,900	\$ 273,760	\$ 273,759	42%	\$ 508,400	\$ 2,373,721
PARTICIPATING AGENCIES	\$ 405,056	\$ 303,792	\$ 101,264	75%	\$ 1,797,707	\$ 1,797,707	\$ 1,348,280	\$ 1,797,707	75%	\$ 2,196,254	\$ 2,932,835
TOTAL CURRENT YR REVENUES	\$ 405,056	\$ 303,792	\$ 101,264	75%	\$ 2,456,607	\$ 2,456,607	\$ 1,622,040	\$ 2,071,466	66%	\$ 2,704,654	\$ 5,306,556

YTD % of Bud. 66%

CURRENT YEAR EXPENDITURE	START-UP				ONGOING OPERATIONS						
	Budget	Actuals	Budget Balance	% of Budget	2023 Original Budget	2023 Revised Budget	2023 Actuals	2023 Forecast	% of Budget	2024 Original Budget	TOTAL '23-'24
Personnel	\$ 8,580	\$ 411	\$ 8,169	5%	\$ 2,020,933	\$ 2,020,933	\$ 722,497	\$ 1,079,740	53%	\$ 2,104,847	\$ 4,125,780
Professional Services & Training	\$ 18,000	\$ -	\$ 18,000	0%	\$ 49,400	\$ 49,400	\$ 59,177	\$ 88,200	179%	\$ 50,882	\$ 100,282
Clothing & Equipment	\$ 41,400	\$ 1,904	\$ 39,496	5%	\$ 10,450	\$ 10,450	\$ 5,025	\$ 7,900	76%	\$ 160,763	\$ 316,508
IT, Supplies, and Furniture	\$ 52,830	\$ 5,023	\$ 47,807	10%	\$ 155,745	\$ 155,745	\$ 107,942	\$ 153,841	99%	\$ 160,763	\$ 316,508
Vehicles	\$ 100,000	\$ 84,525	\$ 15,475	85%	\$ 24,740	\$ 24,740	\$ 63,446	\$ 69,760	282%	\$ 25,482	\$ 50,222
Miscellaneous	\$ -	\$ -	\$ -	0%	\$ 195,340	\$ 195,340	\$ 126,731	\$ 170,920	87%	\$ 201,917	\$ 397,257
TOTAL CURRENT YR EXPENSES	\$ 220,810	\$ 91,864	\$ 128,946	42%	\$ 2,456,607	\$ 2,456,607	\$ 1,084,818	\$ 1,570,362	64%	\$ 2,704,654	\$ 5,306,556

YTD % of Bud. 44%

						YTD BAL.	FORECAST BAL.		
CURRENT YEAR BALANCE		\$ 73,744				\$ 537,222	\$ 501,104	\$ -	
ENDING FUND BALANCE		\$ 73,744				Combined YTD \$ 610,966	\$ 501,104	\$ 574,848	
RESERVES	\$ 184,246	\$ 138,184					\$ -	\$ 138,184	
TOTAL ENDING FUND BALANCE & RESERVES	\$ -	\$ 211,928					\$ 501,104	\$ 713,032	

Notes:

- 1 Reserves are \$138,184 through August 2023. Total for 2023 will be \$184,246.
- 2 Participating Agency contributions through August = \$303,792 for Start-Up and \$1,348,280 for Operations; representing 75% of total budgeted.
- 3 Forecasted totals are approx. and preliminary pending additional review by Program.
- 4 WASPC grant ended June 30, 2023. Total expended = \$69,839.
- 5 MIDD grant represents pre-April 2023 activity expended by City of Bothell.
- 6 AWC grant of \$70,500 funded activity through June 30, 2023.
- 7 DOJ grant administered through City of Shoreline is in the final signatory process.
- 8 Expenditures represents costs from January 1, 2023 - August 31, 2023.
- 9 Start-Up cash balance is \$74,155 through August 2023. Cost of Background Checks pending.
- # Operating cash balance is \$537,222 through August 2023. Preliminary forecasts for 2023 suggest that an additional \$36k will be need to support expenditures.



Issued: 06/12/2009
Last revised by: Name
Revision Date: 6/22/2021
Review Schedule: 3 years

POLICY APPLIES TO: () All Employees () Operations () Administration () Technology

I. PURPOSE

Adequate fund balance and reserve levels are a necessary component of NORCOM’s overall financial management strategy and a key factor in the measurement of the agency’s financial strength.

II. POLICY

- A. 1. An Operating Contingency Reserve and a Capital Equipment Replacement Fund will be maintained in accordance with the Interlocal Agreement Section 12(h).
- B. A Rate Stabilization Fund shall be established in order to identify, reserve and accumulate unexpended resources for use in mitigating the impact of future rate increases and assisting with the transition to higher rates.
- C. Additional reserve accounts may be created by the Governing Board to account for monies for future known expenditures, special projects, or other specific purposes.
- D. All reserve accounts will be presented in the annual budget

III. PROCEDURE

- 1.1** Operating Expense Reserve
 - 1.1.1** It is the intent of NORCOM that the estimate for general operating contingencies shall be based on the assumption that certain expenditures will become necessary which cannot be foreseen and planned in the budget because of the occurrence of some unusual or extraordinary event. The level of funding shall be determined by the Governing Board.
- 1.2** Equipment Replacement Reserve
 - 1.2.1** Unless directed by the Governing Board, NORCOM will maintain and fully fund the Capital Equipment Replacement Fund to minimize large increases in User Fees from year to year resulting from acquisition or replacement of capital, and to fund the timely replacement of aging technology, equipment and systems. Contributions will be based on estimated useful life and maintained on a per asset basis.
- 1.3** Rate Stabilization Fund
 - 1.3.1** Unless otherwise directed by the Governing Board the Rate Stabilization fund shall be established using \$800,000 of 2011 Estimated Ending Fund Balance. One time revenues,

new agency initial assessments/fees, Ending Fund Balance and other sources deemed appropriate by the Governing Board may be accumulated for future use.

- 1.3.2** The amount of reserves used each year shall be analyzed to determine the long-term effect on rates to avoid large rate increases or decreases in future years.
 - 1.3.3** Accumulated reserves shall not exceed 10% of current year Operating Fund Revenues.
 - 1.3.4** Funds shall accumulate from year to year until a Super Majority Vote of the Governing Board appropriates all or part of the available reserves.
 - 1.3.5** Identified funds shall be applied to overall budget (similar to outside revenues) to offset transition to higher rates, fund onetime expenditures, or other exigent circumstances.
- 1.4** All expenditures drawn from reserve accounts shall require prior Board approval unless previously authorized for expenditure in the annual budget.

IV. RESPONSIBILITY

It is the responsibility of the Finance Manager to monitor Fund Balance and reserve accounts in order to assure compliance with this policy.

NAME	SIGNATURE	DATE
Judy Cayton, Human Resources Manager		
Katy Myers, Deputy Director of Administrative Services		
Roky Louie, Deputy Director of Operations		
William Hamilton, Executive Director		

2023-2024 REGIONAL CRISIS RESPONSE EXECUTIVE BOARD REPORT - SEPTEMBER 2023

2023												2024	
BEGINNING FUND OPERATING BALANCE (w/START-UP) \$												-	\$ 759,023
RESERVES \$												-	\$ 184,246
TOTAL BEGINNING FUND BALANCE & RESERVES \$												-	\$ 943,269
CURRENT YEAR REVENUE	START-UP				ONGOING OPERATIONS								
	Budget	Actuals	2023 Forecast	% of Budget	2023 Original Budget	2023 Revised Budget	2023 Actuals	2023 Forecast	% of Budget	2024 Original Budget	TOTAL '23-'24		
MIDD	\$ -	\$ -	\$ -	0%	\$ 436,000	\$ 436,000	\$ 133,420	\$ 133,420	31%	\$ 436,000	\$ 1,574,840		
WASPC	\$ -	\$ -	\$ -	0%	\$ 80,000	\$ 80,000	\$ 69,839	\$ 69,839	87%	\$ -	\$ 299,680		
AWC (ART Grant Program)	\$ -	\$ -	\$ -	0%	\$ 70,500	\$ 70,500	\$ 140,257	\$ 200,500	284%	\$ -	\$ 481,760		
DOJ	\$ -	\$ -	\$ -	0%	\$ 72,400	\$ 72,400	\$ -	\$ -	0%	\$ 72,400	\$ 217,200		
GRANTS/OTHER EXTERNAL	\$ -	\$ -	\$ -	0%	\$ 658,900	\$ 658,900	\$ 343,517	\$ 403,759	61%	\$ 508,400	\$ 2,573,480		
PARTICIPATING AGENCIES	\$ 405,056	\$ 303,792	\$ 405,056	100%	\$ 1,797,707	\$ 1,797,707	\$ 1,348,280	\$ 1,797,707	100%	\$ 2,046,255	\$ 2,437,783		
TOTAL CURRENT YR REVENUES	\$ 405,056	\$ 303,792	\$ 405,056	100%	\$ 2,456,607	\$ 2,456,607	\$ 1,691,797	\$ 2,201,466	90%	\$ 2,554,655	\$ 5,011,263		
							YTD % of Bud.		69%				
CURRENT YEAR EXPENDITURE	START-UP				ONGOING OPERATIONS								
	Budget	Actuals	2023 Forecast	% of Budget	2023 Original Budget	2023 Revised Budget	2023 Actuals	2023 Forecast	% of Budget	2024 Original Budget	TOTAL '23-'24		
Personnel	\$ 8,580	\$ 411	\$ 411	5%	\$ 2,020,933	\$ 2,020,933	\$ 832,589	\$ 1,079,740	53%	\$ 2,104,847	\$ 4,125,780		
Professional Services & Training	\$ 18,000	\$ -	\$ -	0%	\$ 49,400	\$ 49,400	\$ 28,975	\$ 88,200	179%	\$ 50,882	\$ 100,282		
Clothing & Equipment	\$ 41,400	\$ 1,904	\$ 1,904	5%	\$ 10,450	\$ 10,450	\$ 5,025	\$ 7,900	76%	\$ 10,764	\$ 21,214		
IT, Supplies, and Furniture	\$ 52,830	\$ 5,023	\$ 5,023	10%	\$ 155,745	\$ 155,745	\$ 109,390	\$ 153,841	99%	\$ 160,763	\$ 316,508		
Vehicles	\$ 100,000	\$ 84,525	\$ 84,525	85%	\$ 24,740	\$ 24,740	\$ 63,446	\$ 69,760	282%	\$ 25,482	\$ 50,222		
Miscellaneous	\$ -	\$ -	\$ -	0%	\$ 195,340	\$ 195,340	\$ 120,867	\$ 171,948	88%	\$ 201,917	\$ 397,257		
TOTAL CURRENT YR EXPENSES	\$ 220,810	\$ 91,864	\$ 91,864	42%	\$ 2,456,607	\$ 2,456,607	\$ 1,160,293	\$ 1,571,390	64%	\$ 2,554,655	\$ 5,011,263		
							YTD % of Bud.		47%				
		YTD 9/23	YTD 2023			YTD 9/23	YTD 2023						
CURRENT YEAR BALANCE		\$ 73,744	\$ 128,946			\$ 531,504	\$ 630,076	\$ -					
ENDING FUND BALANCE		\$ 73,744	\$ 128,946			Combined YTD 9/2023	\$ 605,248	\$ 630,076	\$ 759,023				
RESERVES	\$ 184,246	\$ 138,184	\$ 184,246					\$ -	\$ 184,246				
TOTAL ENDING FUND BALANCE & RESERVES	\$ -	\$ 211,928	\$ 313,192					\$ 630,076	\$ 943,269				

Notes:

- 1 Reserves are \$138,184 through September 2023. Total for 2023 will be \$184,246.
- 2 Participating Agency contributions through September = \$303,792 for Start-Up and \$1,348,280 for Operations; representing 75% of total budgeted.
- 3 Forecasted totals are approx. and preliminary pending additional review by Program.
- 4 WASPC grant ended June 30, 2023. Total expended = \$69,839.
- 5 MIDD grant represents pre-April 2023 activity expended by City of Bothell.
- 6 AWC grant of \$70,500 funded activity through June 30, 2023. A second grant from AWC has been awarded for \$260,000 July '23-June '24.
- 7 DOJ grant administered through City of Shoreline is in the final signatory process.
- 8 Expenditures represents costs from January 1, 2023 - September 30, 2023.
- 9 Start-Up cash balance is \$73,744 through September 2023.
- 10 Operating cash balance is \$531,504 through September 2023.

Alternative Response Team Grant Grantee Funding Agreement

**Association of Washington Cities
Grant (“Grant”) with**

The City of Kirkland
through

The Alternative Response Team Grant.
A program funded under Senate Bill 5187, Section 215-69a

For

Jurisdiction Name	City of Kirkland
Program Description	Alternative Response Co-Responder Program

Start date: July 1, 2023

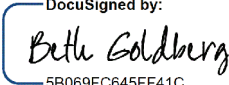
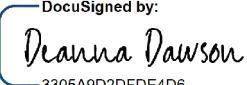
End date: June 30, 2024

FACE SHEET

Grant Number: ART23-04

**Association of Washington Cities (AWC)
Alternative Response Team Grant (ARTG)**

Senate Bill 5187, Section 215-69a went into effect on July 1, 2023. The purpose of this grant is to assist cities with the documented costs to create co-responder programs within different alternative diversion models including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams. AWC has determined that entering into a Contract with The City of Kirkland will meet the goals of these funds.

1. Grantee City of Kirkland 123 5th Ave. Kirkland, WA 98033		2. Grantee Doing Business As (optional)	
3. Grantee Representative Beth Goldberg Deputy City Administrator BGoldberg@kirklandwa.gov		4. AWC Representative Jacob Ewing Special Projects Coordinator (360) 753-4137 jacobe@awcnet.org	
5. Grant Amount \$260,000	6. Start Date July 1, 2023	7. End Date June 30, 2024	8. Tax ID # 91-6001255
9. Grant Purpose Establish an alternative response team program as described in Attachment A.			
AWC and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee General Terms and Conditions including Attachment "A" – Scope of Work; Attachment "B" – Budget & Budget Narrative; Attachment "C" – Grantee Data Collection; Attachment (D) – Grantee Agent(s).			
FOR GRANTEE DocuSigned by:  5B069FC645FF41C... 10/13/2023 Date		FOR Association of Washington Cities DocuSigned by:  3305A9D2DFDE4D6... 10/16/2023 Date	

Last revision 11/23/2021

Alternative Response Team Grant Grantee Funding Agreement

1. **GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the Grant contact person for all communications and billings regarding the performance of this Grant.

The Representative for AWC and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. **TERM**

The initial term of the Contract shall be July 1, 2023, and continue through June 30, 2024, unless terminated sooner as provided herein. The term of the contract may be extended by an amendment signed by both parties.

3. **PAYMENT**

AWC shall pay an amount not to exceed \$260,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the ARTG Application and described in Attachment A. Grantee's compensation for services rendered shall be based on the completion of duties as outlined in the ARTG application, in Attachment A, in accordance with the following sections.

4. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Grantee will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Grant Number ART23-04**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Grantee to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

AWC may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by AWC.

Duplication of Billed Costs

The Grantee shall not bill AWC for services performed under this Grant, and AWC shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Grantees.

Final Reimbursement and Reporting Deadline

When the project is completed the Grantee must submit a final report and supporting documents needed to close out the project no later than July 31, 2024.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Grantee has been submitted and verified.

Alternative Response Team Grant Grantee Funding Agreement

Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to AWC within thirty (30) calendar days after the Contract expiration date. AWC is under no obligation to pay any claims that are submitted thirty-one (31) or more calendar days after the Contract expiration date ("Belated Claims"). AWC will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

5. **GRANTEE DATA COLLECTION/REPORTING REQUIREMENTS**

Grantee will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

6. **AGENT(S)**

Agent(s) in this contract refers to any third-party entity and its employees that the Grantee has subcontracted with to provide services funded through this agreement. The Grantee is responsible for ensuring that any agent complies with the provision herein.

Any of the Grantee's agent(s) that will provide services under this contract must be listed in Attachment D – Grantee Agent(s) and must provide proof of insurance per Section 6 of this document.

7. **INSURANCE**

a. Workers' Compensation Coverage. The Grantee shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Grantee's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Grantee, and for all employees of any subcontract retained by the Grantee, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Grant. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Grantee's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

If the Grantee, or any agent retained by the Grantee, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Grantee will indemnify AWC for such fines, payment of benefits to Grantee or Grantee employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Grantee pursuant to the indemnity may be deducted from any payments owed by AWC to the Grantee for the performance of this Grant.

Alternative Response Team Grant Grantee Funding Agreement

- b. Automobile Insurance.** In the event that services delivered pursuant to this Grant involve the use of vehicles, owned or operated by the Grantee, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

- c. Business Automobile Insurance.** In the event that services performed under this Grant involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Grantee-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 “owned autos only” must be secured. If the Grantee’s employees’ vehicles are used, the Grantee must also include under the Business Automobile policy Code 9, coverage for “non-owned autos.” The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

- d. Public Liability Insurance (General Liability).** The Grantee shall at all times during the term of this Grant, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Grant. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Grantee or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Grantee (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

- e. Local Governments that Participate in a Self-Insurance Program.**

Alternatively, Grantees may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Grant insurance requirements or as is customary to the contractor or Grantee’s business, operations/industry, and the performance of its respective obligations under this Grant.

- f. Additional Insured.** The Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Grantee provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor’s reporting requirements and all related federal and state regulations. Grantees participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. AWC, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Alternative Response Team Grant Grantee Funding Agreement

- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Grantee's receipt of Authorization to Proceed.
- h. General Insurance Requirements.** Grantee shall, at all times during the term of the Grant and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Grant at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Grantee and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to AWC in this Grant.

Grantee shall include all agents of the Grantee as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Grantee's liability or responsibility.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Grant and Grantee General Terms and Conditions
- Attachment A – ARTG Application & Scope of Work
- Attachment B – Budget & Budget Narrative
- Attachment C – Grantee Reporting Requirements
- Attachment D – Grantee Agent(s)

Alternative Response Team Grant Grantee Funding Agreement

GRANTEE GENERAL TERMS AND CONDITIONS

- 1. Access to Data.** In compliance with Chapter 39.26 RCW, the Grantee shall provide access to data generated under this Grant to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor 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.
- 2. Alterations and Amendments.** This Grant may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- 3. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Grant, the Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- 4. Assignment.** Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of AWC.
- 5. Assurances.** AWC and the Grantee agree that all activity pursuant to this Grant will be in accordance with all applicable current federal, state and local laws, rules and regulations.
- 6. Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
- 7. Budget Revisions.** Any monetary amount budgeted by the terms of this Grant for various activities and line item objects of expenditure, as outlined in Attachment B – Budget & Budget Narrative, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Grantee will use the funding change request form provided by AWC to request these budget revisions.
- 8. Certification Regarding Wage Violations.** The Grantee certifies that within three (3) years prior to the date of execution of this Grant, Grantee has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Grantee further certifies that it will remain in compliance with these requirements during the term of this Grant. Grantee will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Grant.
- 9. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Grantee, Grantee agrees to notify AWC of the change. Grantee shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 10. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the AWC. AWC shall be considered the author of such Materials. If Materials are not considered "works for hire", Grantee hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to AWC effective from the moment of creation of such Materials.

Alternative Response Team Grant Grantee Funding Agreement

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Grantee understands that, except where otherwise agreed to in writing or approved by the AWC or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Grantee has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Grantee will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Grantee would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Grantee warrants and represents that Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Grantee shall exert all reasonable effort to advise the AWC, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. AWC shall receive prompt written notice of each notice or claim of infringement received by the Grantee with respect to any data delivered under this Contract. AWC shall have the right to modify or remove any restrictive markings placed upon the data by the Grantee.

- 11. Covenant Against Contingent Fees.** The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Grantee for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Grantee, to annul this Grant without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- 12. Disputes.** In the event that a dispute arises under this Grant, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.
- 13. Duplicate Payment.** AWC shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 14. Entire Agreement.** This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.
- 15. Ethical Conduct.** Neither the Grantee nor any employee or agent of the Grantee shall participate in the performance of any duty or service in whole or part under this Grant in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 16. Governing Law and Venue.** This Grant shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

Alternative Response Team Grant Grantee Funding Agreement

17. Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Grantee's obligation to indemnify, defend and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Grantee's or its agent's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.

Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.

18. Independent Capacity of the Grantee. The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and his/her employees or agents performing under this Grant are not employees or agents of AWC. The Grantee will not hold itself out as nor claim to be an officer or employee of AWC, nor will the Grantee make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Grantee.

19. Licensing and Accreditation Standards. The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Grant.

20. Limitation of Authority. Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by AWC.

21. Non-Discrimination. The Grantee shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Grantee and its agents under this Grant. The Grantee shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Grantee's noncompliance or refusal to comply with this nondiscrimination provision, this Grant may be rescinded, cancelled or terminated in whole or part, and the Grantee may be declared ineligible for further contracts with AWC.

22. Overpayments. Grantee shall refund to AWC the full amount of any overpayment under this Grant within thirty (30) calendar days of written notice. If Grantee fails to make a prompt refund, AWC may charge Grantee one percent (1%) per month on the amount due until paid in full.

Alternative Response Team Grant Grantee Funding Agreement

- 23. Public Disclosure.** Grantee acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Grantee is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Grant shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 24. Publicity.** The Grantee agrees to submit to AWC all advertising and publicity matters relating to this Grant which in the AWC's judgment, AWC's name can be implied or is specifically mentioned. The Grantee agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.
- 25. Registration with Department of Revenue.** The Grantee shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Grant.
- 26. Records Maintenance.** The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by the AWC, personnel duly authorized by AWC, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 27. Right of Inspection.** The Grantee shall provide right of access to its facilities utilized under this Grant to AWC or any of its officers responsible for executing the terms of this Grant at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Grantee's business or work hereunder.
- 28. Severability.** The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
- 29. Subcontracting.** Neither the Grantee nor any agent of the Grantee shall enter into subcontracts for any of the work contemplated under this Grant without obtaining prior written approval of AWC. Grantee is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Grant are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Grantee to the AWC for any breach in the performance of the Grantee's duties. This clause does not include contracts of employment between the Grantee and personnel assigned to work under this Grant.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Grantee is incompetent, AWC shall notify the Grantee, and the Grantee shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Grantee of any of its responsibilities under the Grant, nor be the basis for additional charges to AWC.

Alternative Response Team Grant Grantee Funding Agreement

30. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

31. Technology Security Requirements. The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Grantee acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all AWC assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Grantee. Any related costs to performing these activities shall be at the expense of the Grantee. Any such activities and resulting checklist and/or other products must be shared with AWC.

32. Termination for Convenience. Except as otherwise provided in this Grant, AWC may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Grant in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Grantee as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Grantee. If this Grant is so terminated, AWC shall be liable only for payment required under the terms of the Grant for services rendered or goods delivered prior to the effective date of termination.

33. Termination for Default. In the event AWC determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, AWC has the right to suspend or terminate this Grant. AWC shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Grant may be terminated. AWC reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by AWC to terminate the Contract. In the event of termination, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.

34. Termination Due to Funding Limitations or Contract Renegotiation, Suspension. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion of this Grant, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Grant under the revised funding conditions.
- b. At AWC's discretion, AWC may give written notice to Grantee to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Grantee's performance to be resumed.

Alternative Response Team Grant Grantee Funding Agreement

- (1) 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.
- (2) When AWC determines that the funding insufficiency is resolved, it will give the Grantee written notice to resume performance, and Grantee shall resume performance.
- (3) Upon the receipt of notice under b. (2), if Grantee is unable to resume performance of this Grant or if the Grantee's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Grant by giving written notice to the Grantee. The parties agree that the Grant will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Grant for services rendered prior to the retroactive date of termination.

c. AWC may immediately terminate this Grant by providing written notice to the Grantee. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Grant for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.

d. For purposes of this section, "written notice" may include email.

35. Termination Procedure. Upon termination of this Grant the AWC, in addition to other rights provided in this Grant, may require the Grantee to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Grantee and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Grant. The AWC may withhold from any amounts due to the Grantee such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the AWC, the Grantee shall:

- a. Stop work under this Grant on the date and to the extent specified, in the notice;
- b. 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 Grant that is not terminated;
- c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Grantee under the orders and subcontracts in which case AWC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Grant had been completed, would have been required to be furnished to AWC;
- f. Complete performance of such part of the work not terminated by AWC; and

Alternative Response Team Grant Grantee Funding Agreement

- g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Grant which, in is in the possession of the Grantee and in which AWC has or may acquire an interest.

36. Waiver. A failure by either part to exercise its rights under this Grant shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

ARTG Application & Scope of Work

PURPOSE

The purpose of this grant is to assist cities with the documented costs to create co-responder programs within different alternative diversion models including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams.

CONTRACTOR RESPONSIBILITIES

GRANTEE is required to implement the Alternative Response Team Grant (ARTG) Program as described in their application for funding, with no unapproved substantive derivations. Requests for changes to this scope of work, or services laid out in the applicant's application can be made to Jacob Ewing, Special Projects Coordinator at jacobe@wacities.org.

This program shall include the following elements as central features of their program:

- Grant recipients must establish a co-responder team using an alternative diversion model including law enforcement assisted diversion program, community assistance referral and education program, or a mobile crisis team.

In the event that there is a change in the contract or program management staff paid for by this grant, it is expected that GRANTEE will notify AWC of the change to include the name and contact information for the new staff member.

If GRANTEE fails to perform to the standards set forth above, AWC remains able to remedy noncompliance as outlined in the grant document, including provisions for suspension, termination and/or recapture of funds already paid to the grantee.

SCOPE & GOALS OF ARTG PROGRAM

The Regional Crisis Response (RCR) Agency is a joint program comprised of five regional cities. The Agency employs mental health professionals who provide direct responses to individuals in crisis. As is appropriate, RCR staff respond in pairs without law enforcement present. As needed, RCR staff respond alongside police.

The goals of the program include:

- Reduce solo police response to behavioral health calls by providing alternatives, in appropriate instances, of MHP social workers joining police in responding to calls from community members in crisis. Support and advise public safety dispatch agencies over time as these agencies develop and adopt dispatch protocols for mobile crisis responders utilizing both the 911 and 988 systems, and
- Reduce strain on police and fire departments by reducing repeat calls from community members in crisis.

Work done by the RCR will be directed by the inter-local agreement between the participating cities. This includes this statement in the ILA:

The Formation Principals (the cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline) are committed to improving outcomes and services to community members experiencing crisis through a variety of programs and finding ways to reduce the potential of use of force by law enforcement; and creation of a regional mobile crisis

response entity, recognizing the potential benefits of merging the RADAR Program and the Kirkland Community Responder Program in order to achieve expanded crisis response coverage in all Formation Principal jurisdictions, elevate shared governance of these programs to city managers and/or elected officials within the Formation Principal jurisdictions, and align with regional efforts by the Formation Principals to site a crisis stabilization clinic in north King County, among other benefits; Formation Principals agree that public safety and emergency response services, including crisis response awareness, support and resource referral for community members in crisis with underlying behavioral health conditions will be enhanced by combining and expanding the RADAR Program and the Kirkland Community Responder Program into a separate regional nonprofit governmental entity to be jointly governed and funded by the Formation Principals.

ARTG Budget & Narrative

GRANT FUNDED PROGRAM BUDGET

Category	Cost
Staffing	\$0
Supplies & Equipment	\$0
Transportation	\$0
Professional Services	\$0
Contracted Services	\$260,000
Other	\$0
TOTAL	\$260,000

PROGRAM BUDGET NARRATIVE

Contracted Services: Grant funds will be used to staff Mental Health Professional Crisis Responders at the Regional Crisis Response (RCR) Agency. Crisis Responders are the foundation of the program and provide direct aid to people in crisis. Grant funds will be used for salary and benefit costs.

Attachment C

Grantee Reporting Requirements

FINAL REPORT

A final program report is due to AWC by July 31, 2024. The final report must contain the following information:

- Describe program participants including:
 - Number of individuals served
 - Gender (Male, Female, Nonbinary, etc.) of individuals served
 - Age of individuals served
 - Veteran status of individuals served
 - Substance abuse or mental health issues of individuals served
 - Reason for contact
 - Outcome of contact (No outcome, referral to services, involuntary transport, etc.)
 - Long-term outcome of individual receiving services (No outcome, permanent housing, shelter, etc.)
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted vulnerable individuals.
- Explain how the program created greater access for vulnerable individuals to available programs and services.
- Discuss program successes and challenges.

MONTHLY REPORT

Additionally, Grantees will submit monthly status reports to AWC. Monthly reports will be due the first Friday following the end of the previous month. The monthly reports will address the following questions:

- What is the current state of your program?
- Briefly describe the work accomplished over the past month?
- What successes has your program seen this past month?
- What challenges has your program seen this past month?
- Do you have any challenges or issues you need to discuss with AWC?

Attachment D

Grantee Agent(s)

List any Agent(s) that will provide program services in a program funded through the ARTG Program.

Name of Agent	Address

REGIONAL CRISIS RESPONSE AGENCY
RESOLUTION R-2023-XX

A RESOLUTION OF THE REGIONAL CRISIS
RESPONSE AGENCY AMENDING THE ADOPTED
2023-2024 BUDGET

WHEREAS, the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park, and Shoreline have formed the Regional Crisis Response (RCR) Agency by interlocal agreement (ILA) to provide consolidated and expanded mobile crisis response services to the five-city region; and

WHEREAS, the RCR Agency adopted the 2023-2024 budget through Resolution R-2023-06, on January 12, 2023; and

WHEREAS, the RCR Agency has completed a mid-biennial review of its expenditures and revenues and identified modifications thereto; and

WHEREAS, since adopting the founding ILA the RCR Agency has been awarded additional grant revenues from the Association of Washington Cities (AWC) Alternative Response Team Grant in an amount of \$260,000; and

WHEREAS, the amended 2023-2024 budget summarized in Exhibit "A" reflects the updated revenues and expenditures that are intended to ensure the provision of mobile crisis response services envisioned by the agency.

NOW, THEREFORE, be it resolved by the Executive Board of the RCR Agency as follows:

Section 1. The Amended 2023-2024 Budget of the Regional Crisis Response Agency, as summarized in Exhibit "A" attached and incorporated by this reference as a though fully set forth, is adopted as the Budget of the Regional Crisis Response Agency for 2023-2024.

Passed by majority vote of the Regional Crisis Response Agency Executive Board in open meeting this ____ day of _____, 2023.

Signed in authentication thereof this ____ day of _____, 2023.

_____, Chair

Attest:

_____, Secretary

EXHIBIT A 2023-2024 BUDGET AND PRINCIPAL BUDGET SHARES

2023-2024 REGIONAL CRISIS RESPONSE AGENCY BUDGET DETAIL

BUDGET	START-UP COST	ONGOING OPERATIONS							GRANDTOTAL (START-UP & ONGOING)
		Adopted 2023	Amend.	Revised 2023	Adopted 2024	Amend.	Revised 2024	TOTAL '23-'24	
EXPENSES									
Personnel	\$ 8,580	\$ 2,020,933		\$ 2,020,933	\$ 2,104,847		\$ 2,104,847	\$ 4,125,780	\$ 4,134,360
Professional Services & Training	\$ 18,000	\$ 49,400	\$ -	\$ 49,400	\$ 50,882	\$ -	\$ 50,882	\$ 100,282	\$ 118,282
Clothing and Equipment	\$ 41,400	\$ 10,450	\$ -	\$ 10,450	\$ 10,764	\$ -	\$ 10,764	\$ 21,214	\$ 62,614
IT, Supplies, and Furniture	\$ 52,830	\$ 155,745	\$ -	\$ 155,745	\$ 160,763	\$ -	\$ 160,763	\$ 316,508	\$ 369,338
Vehicles	\$ 100,000	\$ 24,740	\$ -	\$ 24,740	\$ 25,482	\$ -	\$ 25,482	\$ 50,222	\$ 150,222
Miscellaneous	\$ 184,246	\$ 195,340	\$ -	\$ 195,340	\$ 201,917	\$ -	\$ 201,917	\$ 397,257	\$ 581,502
TOTAL EXPENSES	\$ 405,056	\$ 2,456,607	\$ -	\$ 2,456,607	\$ 2,554,655	\$ -	\$ 2,554,655	\$ 5,011,262	\$ 5,416,318
REVENUES									
TOTAL EXTERNAL REVENUES		\$ 658,900	\$ 130,000	\$ 788,900	\$ 508,400	\$ 130,000	\$ 638,400	\$ 1,427,300	\$ 1,427,300
MEMBER AGENCIES SHARES¹	\$ 405,056	\$ 1,797,707		\$ 1,797,707	\$ 2,046,255		\$ 2,046,255	\$ 3,843,962	\$ 4,249,018
TOTAL REVENUES	\$ 405,056	\$ 2,456,607	\$ 130,000	\$ 2,586,607	\$ 2,554,655	\$ 130,000	\$ 2,684,655	\$ 5,271,262	\$ 5,676,318
FUND BALANCE	\$ -	\$ -	\$ 130,000	\$ 130,000	\$ -	\$ 130,000	\$ 130,000	\$ 260,000	\$ 260,000

¹2023-2024 MEMBER AGENCIES SHARES

	Bothell	Kenmore	Kirkland	LFP	Shoreline	Total
Population (April 2022 Revised OFM)	48,940	24,090	93,570	13,620	60,320	240,540
% of Total	20.35%	10.01%	38.90%	5.66%	25.08%	100.00%
MEMBER AGENCIES SHARES						
Start-Up (1-Time Costs)	\$ 82,412	\$ 40,566	\$ 157,567	\$ 22,935	\$ 101,575	\$ 405,056
2023 Kirkland Covers additional 3.5 FTEs, remaining per capita	\$ 251,166	\$ 123,633	\$ 1,043,441	\$ 69,899	\$ 309,569	\$ 1,797,707
2024 Kirkland Covers additional 3.5 FTEs, remaining per capita	\$ 312,532	\$ 153,839	\$ 1,107,700	\$ 86,978	\$ 385,205	\$ 2,046,255
TOTAL 2023-2024	\$ 646,110	\$ 318,038	\$ 2,308,707	\$ 179,812	\$ 796,350	\$ 4,249,018

ALLOCATION METHODOLOGY

City of Kirkland offered to cover a larger portion of the on-going costs in 2023-2024 since the City was already funding the Kirkland-only Community Responder program at higher levels. The cities agreed to this arrangement in the first biennium with the goal of sharing the program costs equitably on a per-capita basis starting in 2025-2026.

REGIONAL CRISIS RESPONSE (RCR) AGENCY

MEMORANDUM

To: RCR Executive Board

From: Brook Buettner, Executive Director
Heather Lantz-Brazil, Administrative Assistant

Date: October 30, 2023

Subject: Discussion of Expectations of RCR Agency Principals

RECOMMENDATION:

That the RCR Executive Board discuss expectations for current and future RCR Agency Principals to fully support RCR Staff in the conduct of their duties in city jurisdictions and facilities.

BACKGROUND DISCUSSION:

Each RCR Principal is highly committed to improving outcomes and services to community members experiencing crisis. This commitment was demonstrated when the Formation Principals created the RCR Agency to enhance public safety and emergency response services, including crisis response awareness support and resource referral for community members in crisis with underlying behavioral health conditions by deploying highly-trained and skilled Crisis Responders through the first response and 911 system.

The RCR Agency has central office space, but Crisis Responder staff are stationed throughout the geographic area of the Principal cities. RCR staff require some level of support and collaboration from each of the principals to effectively and safely respond to crisis events and collaborate with local first responders and other partners.

The Executive Board received a list of potential expectations for RCR Agency Principals in an email on August 9, 2023, in the Executive Director Report during the [September 7, 2023 meeting](#) of the Executive Board, and as a potential Resolution during the [October 5, 2023 meeting](#) of the Executive Board. The list has been adjusted based on discussion and comment.

As codified in the RCR Agency Budget, the RCR Agency incurs all direct expenses including furniture and equipment. Principals may agree to support agency operations by ensuring access and connectivity so RCR staff may effectively and safely discharge their duties in that jurisdiction. The below list has been amended based on discussion with individual Executive Board members and during the September 7, 2023 Executive Board meeting. Expectations for current and future RCR Principals may include:

1. Office space and facilities support as available and appropriate (RCR to pay for office furniture unless otherwise noted)
2. Key card access to appropriate buildings
3. Parking space for RCR Fleet vehicle and Electric Vehicle charging station for RCR Fleet Electric Vehicle if available
4. Basic technology access and support for staff working at city facilities
 - a. Wi-Fi
 - b. Printer
5. Internal employee privileges for meeting room reservation
6. Basic communications support, especially for anything going out in individual city publications, newsletters, websites

Board Action Recommended

Staff recommend that the Executive Board review discuss the amended list of expectations for current and future RCR Agency Principals, and discuss a potential path forward for formalize these expectations to fully support RCR Staff in the conduct of their duties in city jurisdiction and facilities.

REGIONAL CRISIS RESPONSE (RCR) AGENCY

MEMORANDUM

To: RCR Executive Board

From: Brook Buettner, Executive Director

Date: October 30, 2023

Subject: Criteria for Readiness to Add New Principals

RECOMMENDATION:

That the RCR Executive Board receive background information and discuss criteria for RCR Agency readiness to consider requests from entities wishing to become Principal Members of the RCR Agency.

BACKGROUND DISCUSSION:

During the [October 18, 2023 meeting](#) of the Principals Assembly, a Principal representative raised a question about the potential of adding new Principal Members of the RCR Agency. Discussion included a desire to have a common approach to by RCR Principal elected officials or staff when receiving questions from other jurisdictions.

Section 14 of the [RCR Inter-Local Agreement](#) establishes the following regarding the addition of new Principals:

SECTION 14. ADDITION OF NEW PRINCIPALS

- a. Additional Principals. A governmental entity meeting the qualifications of a Principal in Section 3.t and this Section may be admitted as an Agency Principal upon Supermajority Vote of the Executive Board as required under Section 7.g. In addition to meeting the conditions of Section 3.t, a city seeking to become a Principal must:
 - i. Have a coterminous jurisdictional boundary with at least one then-current Principal;
 - ii. Accept the terms of this Agreement, any Agency Bylaws, and adopted policies and procedures; and
 - iii. Not have held Principal status with the Agency within the five years immediately preceding the date of application to become a Principal.
- b. Other Conditions for Additional Principals. As a condition of becoming a Principal, the Executive Board may require payment or other contributions or actions by the new Principal as the Executive Board may deem appropriate and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new

Principals shall not cause pre-existing Principals to incur additional cost or to experience any material reduction in services from the Agency.

- c. Addition of Non-City Principals. A non-city governmental entity otherwise meeting the requirements of Section 14.a. may be admitted as an Agency Principal on the terms and conditions acceptable to the parties and their respective legislative authorities.
- d. No Additional Principals in first year of Agency Operations. Notwithstanding the foregoing terms of this Section 14, no Principals in addition to the Formation Principals shall be admitted within the first year of the Agency's operations.

Board Action Recommended

It is recommended that the board receive information and discuss criteria for considering the addition of new Principals to the RCR Agency. No formal action is recommended at this time.

REGIONAL CRISIS RESPONSE (RCR) AGENCY

MEMORANDUM

To: RCR Executive Board

From: Brook Buettner, Executive Director
Heather Lantz-Brazil, Administrative Assistant

Date: October 26, 2023

Subject: 2023 Q3 Data Dashboard

RECOMMENDATION:

It is recommended that the RCR Executive Board receive a presentation on the RCR Agency 2023 third quarter response data.

BACKGROUND DISCUSSION:

During the third quarter of 2023, three Crisis Responder personnel joined the RCR team. The increase in staffing did not increase RCR service numbers notably this quarter due to new staff being hired in the last month of the quarter. During September, new staff were onboarding, training and shadowing experienced personnel.

Table 1. Total Individuals Served for Q2 and Q3 by City

City	2023 Q2 individuals	2023 Q3 individuals
<i>Bothell</i>	65	41
<i>Kenmore</i>	8	7
<i>Kirkland</i>	126	109
<i>Lake Forest Park</i>	12	15
<i>Shoreline</i>	56	40
<i>Other cities combined</i>	21	9
Total City Responses	288	221

From July 1 to September 30, 2023, RCR Crisis Responders provided services for a total of 221 individuals in the community, during a total of 610 encounters.

Table 2. Third Quarter Response Data

City	2023 Q3 individuals	% of Total	2023 Q3 encounters	% of Total
<i>Bothell</i>	41	18.6%	126	20.7%
<i>Kenmore</i>	7	3.2%	13	2.1%
<i>Kirkland</i>	109	49.3%	255	41.8%
<i>Lake Forest Park</i>	15	6.8%	91	14.9%
<i>Shoreline</i>	40	18.1%	109	17.9%
<i>Other cities combined</i>	9	4.0%	16	2.6%
Total City Responses	221	100.0%	610	100.0%

There were multiple high-profile incidents during the third quarter of 2023 that demonstrated the value of teamwork between the Crisis Responders and police partners. In one case, a woman’s neighbors reported that she was threatening people with a knife. Police and Crisis Responder personnel were on the scene for multiple hours, ultimately securing a positive outcome with no injuries, and the woman was hospitalized rather than arrested.

List of Attachments

Att-1 2023 Q3 Regional Crisis Response Agency Data Dashboard



Regional Crisis Response Agency Data Dashboard

July 1, 2023 – September 30, 2023

Total served: 221 Total Encounters: 610

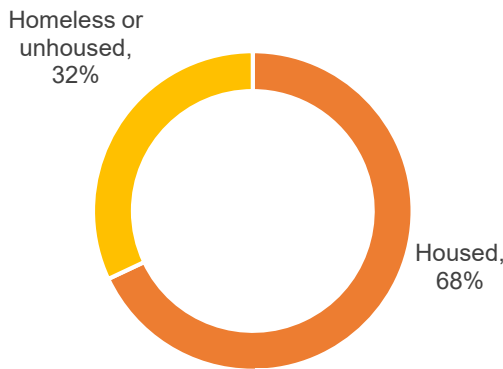
From July 1 to September 30, 2023, RCR Crisis Responders provided services for a total of 221 individuals in our community, during a total of 610 encounters.

Of those individuals served for whom race data was available (n=104), 72% were White, and 28% were Black, Indigenous or People of Color (BIPOC).

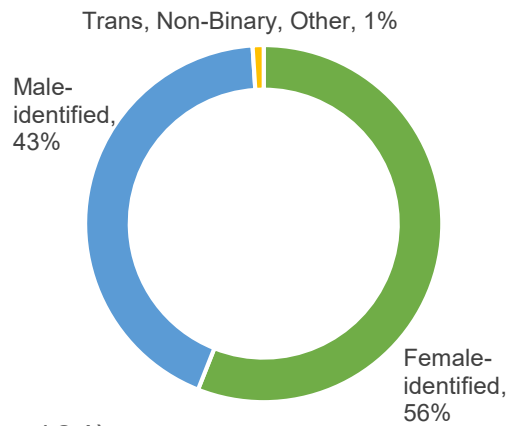
Of those for whom housing data was available (n=98), 32% were homeless or unhoused. Of all individuals served, 56% identified as female, 43% identified as male, and 1% identified as trans, non-binary or other gender expression.

City	Individuals served	Encounters
Bothell	41	126
Kenmore	7	13
Kirkland	109	255
LFP	15	91
Shoreline	40	109
Other cities	9	16

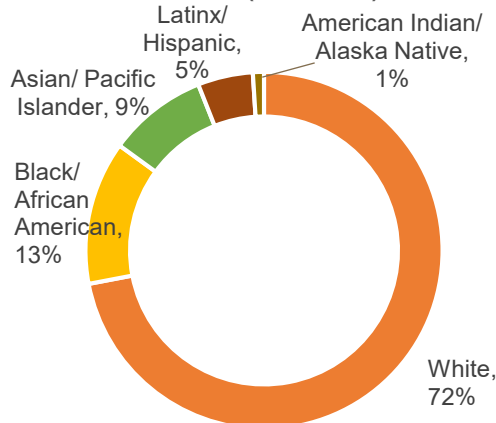
Homelessness Status (n=98)

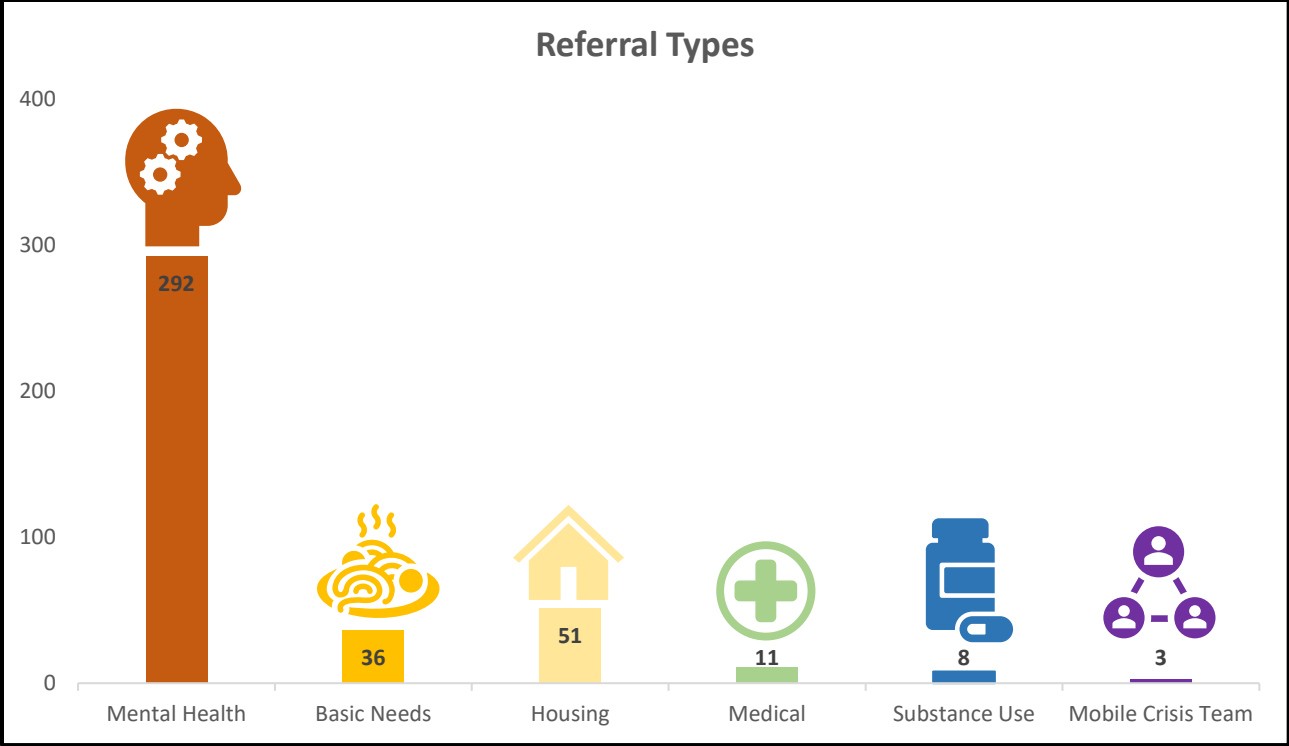


Gender Identity (n=201)



Race (n= 104)





REGIONAL CRISIS RESPONSE (RCR) AGENCY

MEMORANDUM

To: RCR Executive Board

From: Brook Buettner, Executive Director

Date: October 26, 2023

Subject: Executive Director Report

RECOMMENDATION:

That the RCR Executive Board receive information from the Executive Director on several key areas, ask questions and provide feedback and direction.

Governance Bodies

Principals Assembly

The Second RCR Principals Assembly meeting took place Wednesday, [October 18, 2023](#), with excellent discussion and questions by Principals Assembly members. Themes of the discussion included:

1. Data collection strategy discussion included desire for information about age groups (by city), substance abuse, and connection to ongoing care.
2. Interest in the Operations Board's "911/988 Connection" Strategic Workline.
3. At least one Principals Assembly member reported receiving questions from colleagues at another city interested in becoming a Principal of the RCR Agency, all were interested in considerations for readiness to accept new members.

A third meeting will be scheduled for the first half of December 2023 at Kenmore City Hall.

Operations Board

As previously reported, the Operations Board met 8/9/23 and created a workplan which identifies five strategic priorities for cross-system coordination across the crisis system of care. Work has started within subgroups of the Operations Board and the full Board will reconvene virtually in November to report back progress and identify any areas where full Board support may be needed to move the strategy forward.

Strategic Work Lines:

1. 911-988 Connection
2. RCR Resource deployment
3. First Responder drop off to the Crisis Facility
4. Crisis Facility-Evergreen ED transfer workflow
5. Transportation across the continuum

Community Advisory Group

Community Advisory Group recommendations for the ConnectionsHealth Crisis Facility were presented to the RCR Principals Assembly on October 18, 2023. Several Community Advisory Group members want to provide further input before a final product goes to ConnectionsHealth.

Community Advisory Group members have identified as their next priority a review of Community Advisory Group mission, as well as a push for recruitment. The Executive Director will meet with members individually in the coming months as well as in more formal group meetings, to facilitate this process.

Operations Updates

Hiring and Staffing

With the addition of two FTE Crisis Responders in October, the team currently has just one open position. Recruitment, interviews and ride-alongs are ongoing to fill this position. Staff is also working to launch recruitment for temporary positions funded by the Washington Association of Sheriffs and Police Chiefs Grant, as directed by the Executive Board on October 5, 2023.

RCR staff is also in active discussion about possible changes to the leadership structure to support the growing team, with options including re-classing one FTE position as a second supervisor, or re-classing two FTE positions as clinical lead positions. Either option would have a minimal marginal cost to the agency.

Radio Air Project

Bothell and Lake Forest Park Police Departments will transition to NORCOM November 1, 2023. In preparation for this transition, staff from those three agencies as well as RCR staff have worked together to create a Standard Operating Procedure for dispatch of RCR Crisis Responder resources. Bothell and Lake Forest Park will be operating on the same Standard Operating Procedures that have been developed with Kirkland over time, and all RCR Crisis Responder staff have been assigned call signs. RCR staff are scheduling ride-alongs for new Crisis Responder staff across the cities so officers and deputies can get to know them, and have rolled out a single online referral tool.

Crisis Facility Update

King County released a Request for Information to local jurisdictions regarding community behavioral health needs and Crisis Facility siting. The Executive Director supported several of the cities and collaborated with Connections Health to provide a coordinated response for our region.

Budget and Grants

MIDD

The [2023-2024 King County Council budget](#) included funding for the RADAR Navigator Program at the inflation-adjusted level of the previous biennium, plus additional \$300,000 for the biennium allocated by Councilmember Rod Dembowski to “*enhance staffing for the North Sound RADAR Navigator Program.*” The budget Expenditure Restriction noted: “*Of this appropriation, \$1,178,000 shall be expended or encumbered solely to support MIDD Initiative CD-18 the North Sound Navigator RADAR Program*”

including a staffing enhancement of \$300,000, contingent on review by the mental illness and drug dependency advisory committee.”

On October 26, 2023, the RCR Executive Director presented to the MIDD Advisory Committee about the RCR Agency, the ILA and the expansion of coverage and scope from the RADAR Navigator Program. There were no questions or concerns regarding the transition of the RADAR Navigator Program funds to the RCR Agency, execution of a Memorandum of Understanding between the King County Department of Human Services MIDD and RCR/ City of Kirkland, or the additional funds allocated by Councilmember Dembowski. King County MIDD Staff officially notified the Advisory Committee of the change of name in MIDD budget documents from RADAR Navigator Program to Regional Crisis Response (RCR) Agency.

RCR Staff are working on an amended budget to include these funds and expect that RCR/ City of Kirkland will enter into a Memorandum of Understanding with King County Department of Community and Human Services within the next month. King County staff have assured RCR staff that RCR costs will be reimbursable starting June 1, 2023. There is a previous MOU between King County Department of Human Services and the City of Bothell for the first six months of 2023, covering the period of time before the transition of the RADAR employees to the City of Kirkland as RCR Fiscal Agent.

Landscape Analysis

Crisis Response Improvement Strategy (CRIS) Committee and 988 work

Following the high-profile resignation of the CRIS Committee member representing behavioral health co-response within the first response system, several sitting members of CRIS Subcommittees have recommended the inclusion of the RCR Executive Director on the CRIS Committee. Health Management Associates, the consulting firm which is managing the CRIS Committee Process, has received this recommendation but plans to fill the seat with someone associated with a fire agency-based Mobile Integrated Health program, as specified in the enabling legislation, [HB 1477](#).

Seattle Launches Community Assisted Response and Engagement (CARE) Team

Seattle’s 911 Communications Center launched the Community Assisted Response and Engagement (CARE) Team which will dispatch teams of two CARE workers, with a police officer, to Priority 3 “person down” calls and calls for Priority 3 welfare checks in a defined area of downtown Seattle. The team was officially launched during a press conference on October 25, 2023 and has six staff members.

Potential State Legislation Defining Behavioral Health as part of the First Response System

It is likely that the Co-Responder Outreach Alliance (CROA) will support or introduce legislation to define behavioral health as a crucial part of the first response and public safety system, close liability loopholes for behavioral health response, create future funding pathways for jurisdictions providing this service, and lay groundwork for co-response training and certification in collaboration with University of Washington.

The Association of Washington Cities [2024 City Legislative Priorities](#) include funding and supporting co-response.

Upcoming Agenda Items

Quarterly Financial Reporting from Fiscal Agent
Budget Reconciliation and policy options
Future facilities considerations
Operations Board Roster Review
Bylaws

Board Action Recommended

No formal action is recommended at this time.