

Regional Crisis Response Agency
Executive Board Agenda
February 2, 2023

11:00 AM - Noon

--Virtual--

[Click here to join the meeting](#)

Meeting ID: 236 347 370 06

Passcode: Vj34rJ

- 1) Call to Order
- 2) Roll Call
- 3) Items from the Audience
- 4) Approval of the Minutes
- 5) Consider Approving Executive Director Recruitment Plan
- 6) Consider Adopting Resolution R-2023-07 Service Level Agreement with City of Kirkland
- 7) Consider Approving the Regular Meeting Schedule of the Executive Board
- 8) Discuss Current Responder Issues
 - a. Service Levels
 - b. First Quarter Billing
- 9) Adjournment

Regional Crisis Response Agency
Executive Board Meeting Minutes
January 11, 2023

3:00 pm – 4:30 pm

--Virtual--

[Click here to join the meeting](#)

Meeting ID: 231 056 840 191

Passcode: cG6Tqh

- 1) Call to Order: Deanna Gregory, outside legal counsel, called the regular meeting to order at 3:04 pm.

Roll Call:

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

- 2) Items from the Audience: None.

- 3) Appoint the Executive Board President, Vice-President, Treasurer, and Secretary

- a. Motion to Approve Resolution R-2023-01 entitled, "Appointing a Board President".

Stephanie Lucash moved to nominate Kurt Triplett for President, seconded by Bristol Ellington.

Vote: Motion carried 5-0

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

- b. Motion to Approve Resolution R-2023-02 entitled, "Appointing a Board Vice-President".

Kyle Stannert moved to nominate Stephanie Lucash for Vice-President, seconded by Phillip Hill.

Vote: Motion carried 5-0

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

- c. Motion to Approve Resolution R-2023-03 entitled, "Appointing a Board Treasurer".

Bristol Ellington moved to nominate Michael Olson for Treasurer, seconded by Stephanie Lucash.

Vote: Motion carried 5-0

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

- d. Motion to Approve Resolution R-2023-04 entitled, "Appointing a Board Secretary".
Phillip Hill moved to nominate Carly Joerger for Secretary, seconded by Bristol Ellington.
Vote: Motion carried 5-0
Yes: Kyle Stannert, Stephanie Lucash, Kurt Triplett, Phillip Hill, Bristol Ellington.

4) Naming Authorized Signers for RCR

- a. Motion to Approve Resolution R-2023-05 entitled, "Naming Authorized Signers".
Phillip Hill moved to adopt R-2023-05, seconded by Bristol Ellington.
Vote: Motion carried 5-0
Yes: Kyle Stannert, Stephanie Lucash, Kurt Triplett, Phillip Hill, Bristol Ellington.

5) Adopt Initial 2023-2024 RCR Budget

- a. Motion to Approve Resolution R-2023-06 entitled, "Adopting the 2023-2024 RCR Budget".
Bristol Ellington moved to adopt R-2023-05, seconded by Phillip Hill.
Vote: Motion carried 5-0
Yes: Kyle Stannert, Stephanie Lucash, Kurt Triplett, Phillip Hill, Bristol Ellington.

6) Discuss Draft Service Level Agreement with City of Kirkland

Board Members agreed to review and provide feedback before possible adoption at the next Board meeting.

7) Discuss Executive Director Recruitment Plan

Consultant Tracey Dunlap will speak with each Board Member individually and bring forward a Recruitment Plan to the next Board Meeting for adoption.

8) Discuss Regular Meeting Schedule

Board discussed a Regular Meeting Schedule and will consider adopting at the next Board Meeting.

9) Adjournment

The RCR Executive Board meeting of January 11, 2023, was adjourned at 3:57 pm.

REGIONAL CRISIS RESPONSE (RCR) AGENCY

MEMORANDUM

To: RCR Executive Board

From: Tracey Dunlap, Consultant

Date: January 27, 2023

Subject: Consider Approving the Executive Director Recruitment Plan

RECOMMENDATION:

That the Regional Crisis Response (RCR) Agency Executive Board discuss and consider approving the Executive Director Recruitment Plan and provide feedback on interview questions for the first round.

BACKGROUND DISCUSSION:

During the week of January 16, the RCR Board members were interviewed to obtain feedback on the process for recruiting RCR's first Executive Director. Based on that feedback, the plan summarized in Attachment 1 was developed. The key elements of the process are as follows:

- A shortlist of 8 applicants will be interviewed virtually by two panels on February 8 and 10.
- The panels will each be comprised of two RCR Board Members, a Police Chief, and at least one mental health partner and/or professional. One panel will also include a representative from Kirkland Fire.
- The panels will ask the same questions (although possibly in a different order) so that they are evaluating candidates on similar information.
- Panel members will be asked to "force rank" applicants, meaning that they will place them in order of preference based on the interviews.
- Carly Joerger and Tracey Dunlap will each facilitate one of the panels but will not rank applicants. They will compile the panel rankings and use the information to identify up to 4 finalists for in-person interview by the Board.
- A special Board meeting has been scheduled for the finalist interviews on Wednesday, February 22 from 8 to noon.

Attachment 2 is a draft of the interview questions for the shortlist panels. Board members are asked to provide any feedback on the questions at the February 2 Board meeting.

Board Action Recommended

It is recommended that the Board approve the Executive Director Recruitment Plan by motion and vote of the Board; suggested motion: *I move approval of the Executive Director Recruitment Process.*

List of Attachments

Att-1 RCR Executive Director Proposed Hiring Plan and Timeline
Att-2 Draft Executive Director Interview Questions

RCR Executive Director Proposed Hiring Plan and Timeline

Date	Task	Who
Dec. 23, 2022	Advertise Position	Manny
January 17, 2023	First Review/Short List	Manny, Carly, Beth (Tracey)
January 18	Provide Short List to Board	Carly
Week of Jan. 16	Process Calls with Board members	Tracey
January 23-24	Contact Short list to schedule first interview	Amy
January 23-24	Contact potential ad hoc panel members to determine interest/availability	Carly/Tracey
February 2	RCR Board formally approves questions/process	Carly/Tracey prepare agenda items
February 8 (1-5) and February 10 (10-3)	Shortlist Interviews (virtual) – two panels, each slot schedules for one hour (45 minute interview plus 15 minute debrief time)	Carly/Tracey facilitate panels. See panel information below. Each panel member will fill in a forced ranking of the 8 candidates.
February 22 (8-12)	Finalist Interviews (in-person) – full Board in Executive Session and public vote to select preferred candidate	Amy polling for date and can help with finalist scheduling Tracey/Carly prepare materials
By February 24	Reference Checks	Tracey
By February 24	Offer	Manny/Carly/Tracey
March 16	Tentative Start Date	

Two panels – Kirkland Board member/alt sits out first round so no quorum

- Panel 1 – Phillip Hill (LFP), Kyle Stannert (Bothell), Chief Kelly Park (Shoreline), Sarah Lopez (VP of Clinical Implementation for Connections Health Solutions), Maggie Eid (Kirkland Fire Chief Administrative Officer), Carly Joerger to facilitate
- Panel 2 – Stephanie Lucash (Kenmore), Bristol Ellington (Shoreline), Chief Mike Hardon (LFP), Donna Lurie (NAMI Eastside), *working to identify an additional mental health professional*, Tracey Dunlap to facilitate

RCR Executive Director Interview Questions

Draft – 1/27/23

1. Briefly tell us about yourself and why you are interested in a being the first Executive Director of RCR?
2. The Executive Director of RCR will step into a program in development. This could mean changing procedures and “learning as you go” in some aspects of operations. How do you feel about leading the organization in these beginning stages? What techniques do you use to manage change and get buy-in from internal and external stakeholders?
3. Describe your direct experience working with an Executive Board and/or community advisory boards and multidisciplinary committees. How do you balance diverse interests and work to achieve consensus?
4. Describe your experience pursuing and managing grants, budget development, and overall organization administration. How will you balance the day-to-day administration and management of the program with the important work of providing services to those in need?
5. What do you think the challenges will be in managing a team of Crisis Responders and what techniques would you apply to address them?
6. Describe a new and innovative program you have led in a previous role.
7. Tell us about specific actions you have taken in your career to promote diversity, equity, and inclusion. How do you envision incorporating these principles into your role as RCR Executive Director?
8. RCR aims to ultimately be the primary response to our community members in crisis, where that is appropriate. This means that sometimes Crisis Responders will respond with police officers, sometimes with firefighters, and other times potentially with another Crisis Responder. What do you see as the opportunities and challenges with these different types of response?
9. Given the major job aspects we have discussed (staff management, Agency administration, and Board and stakeholder relations), what will be most challenging for you and how will you approach that challenge?
10. Do you have any questions for us?

REGIONAL CRISIS RESPONSE (RCR) AGENCY

MEMORANDUM

To: RCR Executive Board

From: Carly Joerger, Management Analyst, City of Kirkland

Date: January 30, 2023

Subject: Consider Adopting Resolution R-2023-07 Service Level Agreement with City of Kirkland

RECOMMENDATION:

That the Regional Crisis Response (RCR) Agency Executive Board discuss and consider adopting Resolution R-2023-07 Adopting the Service Level Agreement with City of Kirkland. By adopting the agreement, the RCR Agency agrees to the terms of the relationship between the RCR Agency and Kirkland as the fiscal agent and employer of staff who will be loaned to the agency.

BACKGROUND DISCUSSION:

The RCR Board received the first draft of the Service Level Agreement (SLA) and discussed at the Board's January 11, 2023, Regular Meeting. Since that meeting, several City Attorneys have provided comments to Deanna Gregory, outside legal counsel, who has incorporated the feedback into a second version, attached.

Summary of Changes

Cross-reference to sections in the Founding Interlocal Agreement (ILA)

The edited version of the SLA includes several cross-references to provisions in the founding ILA, for clarity. The first reference is in the Whereas statements, clarifying that the SLA intends to serve as the agreement for loaned staff and fiscal agent services, per Section 15(a) of the ILA. There is also a new Section F on Policies which references Section 11 of the ILA and makes clear that the Agency agrees to adopt the City's policies and procedures related to services provided by the fiscal agent and the employees loaned to the Agency. Should the Agency choose to adopt its own personnel policies during the term of the SLA, those policies would need to be consistent with the policies applicable to City employees loaned to the agency.

Effective Date and Termination

The initial term of the SLA aligns with the initial term set forth in the founding ILA of four years, or until December 31, 2026. During that time period, either party may terminate the agreement after providing 12 months advance written notice and providing a reasonable opportunity to cure. After December 31, 2026, either party may terminate the agreement with 12 months advance written notice.

Addressing Potential Conflicts of Interest

The consensus among Member Agencies is that the Board should procure its own outside legal counsel in the event Kirkland's and RCR's interests differ, creating a potential for the appearance of a conflict of

interest. As written, the SLA considers outside legal counsel would be in addition to the legal services received through Kirkland's City Attorney's Office. The Board may wish to discuss pursuing a request for qualifications (RFQ) and provide feedback at the February 2 meeting on the extent of services to be provided. For example, a topic for discussion might be whether the outside attorney attends and/or provides support at Board meetings on a regular basis or only provides on-call services in the event of a conflict. Based on that feedback, staff can prepare an RFQ and timeline, as well as an estimate on the potential impact on the RCR budget.

Signature Blocks

The signature block page is updated with a recommendation the Board President, Kurt Triplett, sign on behalf of the Agency and the Deputy City Manager for Operations, Beth Goldberg, sign on behalf of Kirkland. This avoids a situation where Kurt would sign on behalf of both parties.

Board Action Recommended

It is recommended that the Board adopt Resolution R-2023-07 Service Level Agreement with City of Kirkland.

List of Attachments

Att-1 Resolution R-2023-07 Adopting the Service Level Agreement with City of Kirkland

Att-2 Service Level Agreement

Att-3 Service Level Agreement (black-lined)

RESOLUTION R-2023-07

A RESOLUTION OF THE REGIONAL CRISIS RESPONSE AGENCY ADOPTING THE SERVICE LEVEL AGREEMENT WITH CITY OF KIRKLAND.

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 named the City of Kirkland as the fiscal agent and program host for the agency; and

WHEREAS, since adopting the founding interlocal agreement the agency and City of Kirkland have further developed the terms of the relationship between the agency and the City as the fiscal agent and program host in the Service Level Agreement; and

WHEREAS, the Board finds that the Service Level Agreement adequately reflects the roles and responsibilities of the fiscal agent and program host.

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

Section 1. The Service Level Agreement with City of Kirkland, as summarized in Exhibit "A" attached and incorporated by this reference as a though fully set forth, is adopted.

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

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

Kurt Triplett, President

Attest:

Carly Joerger, Secretary

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("Agreement") between the City of Kirkland, Washington (the "City" or "Kirkland") and the Regional Crisis Response Agency (the "Agency" or "RCR") related to recruitment and provision of staff is entered into on this ____ day of _____, 2023 (the "Effective Date"). The City and the Agency are individually referred to herein as a "Party" and together as "Parties."

RECITALS

WHEREAS, pursuant to the Interlocal Cooperation Act, chapter 39.34 of the Revised Code of Washington ("RCW"), and the Regional Crisis Response Agency Interlocal Agreement effective as of January 1, 2023, as it may be amended (the "Interlocal Agreement"), the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline formed the Agency as a separate, independent governmental administrative agency, organized or to be organized under Washington law as a non-profit corporation under chapter 24.06 RCW; and

WHEREAS, pursuant to the Interlocal Agreement, the Agency is responsible for providing a consolidated and standardized mobile crisis response program operating throughout the jurisdictions served by the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline and other general-purpose municipal corporations that execute the Interlocal Agreement (together, the "Principals"); and

WHEREAS, the Agency needs to recruit and hire an executive director and to hire staff and desires to provide competitive salary and benefits to these employees; and

WHEREAS, Section 15(a) of the Interlocal Agreement provides, in part, as follows (capitalized terms shall have the meanings set forth in the Interlocal Agreement):

All staff serving the Agency (including the Executive Director) may be hired directly by the Agency or may be provided through an agreement with a Principal or other agency to provide such staff and support services. All such staffing agreements shall be approved by Simple Majority Vote of the Executive Board and shall provide for the full compensation for the services of such employees. It is contemplated that the Fiscal Agent shall also be the agency loaning staff to Agency.

From and after the Effective Date of this Agreement, the parties agree that the Executive Director and other Agency staff shall, unless otherwise determined by the Executive Board, be loaned staff who are employees of the City of Kirkland. The terms of such loan to the Agency shall be provided by separate agreement between the Agency and the City of Kirkland.

WHEREAS, the City is willing to loan the Agency staff and provide support services as contemplated by the Interlocal Agreement in exchange for compensation for such staff and services as provided herein; and

WHEREAS, this Agreement is intended to serve as the agreement for loaned staff and support services and for fiscal agent services as contemplated in Section 15(a) of the Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

A. DEFINED TERMS; EFFECTIVE DATE AND TERMINATION

1. Capitalized terms not otherwise defined herein shall have the meanings given such terms in the Interlocal Agreement.

2. This Agreement shall take effect on the Effective Date and shall remain in effect through December 31, 2026, and shall thereafter be of ongoing duration subject to termination provisions contained herein.

3. From the Effective Date through December 31, 2026, this Agreement may be terminated by either party for cause only, after providing 12 months advance written notice to the other party specifying the reason for the termination and the date of termination, and giving a reasonable opportunity to cure. After December 31, 2026, this Agreement may be terminated by either Party without cause upon 12 months' advance written notice to the other Party specifying the date of termination.

4. Upon termination of this Agreement, the Agency shall remain liable for payment in accordance with the terms of this Agreement for costs incurred prior to the effective date of termination and for any other amounts required to be paid by the Agency pursuant to this Agreement.

B. RECRUITMENT AND HIRING OF AN EXECUTIVE DIRECTOR

1. The City and the Agency shall develop a plan for recruiting and hiring an executive director for the Agency ("Executive Director"). The Executive Board of the Agency (the "Executive Board") shall approve the candidate to be hired as the Executive Director. The Executive Director shall be terminated by the City (or otherwise reassigned from the Agency) upon receipt of notice that the Executive Board, by Supermajority Vote, with or without cause has called for such termination (or reassignment). The Executive Director is an "at will" position.

2. The Executive Director shall report to the Executive Board. Within the City, the Director of the General Services Department shall be the sponsoring City department director responsible for liaising with the Executive Director as it relates to administrative oversight of the Agency. The Executive Director shall regularly advise the Executive Board on matters related to the operation and functions of the Agency, including proposed budgets, financial and liability issues, and all other appropriate matters related to the Agency as described in the Interlocal Agreement.

3. The Executive Director will be a full time equivalent ("FTE") City employee and shall be eligible for all employment benefits offered to City employees in equivalent positions, including benefits and enrollment in the Washington employees' retirement system. The Executive Director shall be eligible for merit, cost of living, and other wage increases in the same manner as City employees in equivalent positions. The Executive Board will evaluate the Executive Director's performance annually. The Executive Board will make recommendations to the City regarding merit and other increases to the Executive Director's salary; provided that merit or other increases shall be awarded consistent with City policies.

C. RECRUITMENT AND HIRING OF RCR STAFF

1. The Executive Director shall implement a plan for recruiting and hiring City employees who will be assigned to work for the Agency ("RCR Staff"). As of the Effective Date of this Agreement, it is expected that 13 FTE City employees initially will be assigned to the Agency, including the Executive Director. Additional City employees may be assigned to the Agency upon approval by the City and the Executive Board.

2. The Executive Director will conduct regular performance evaluations of RCR Staff and will make recommendations to the Executive Board regarding merit and other increases, in keeping with City personnel policies.

3. RCR Staff will be FTE City employees. RCR Staff will report to the Executive Director.

D. FISCAL AGENT; RCR SUPPORT STAFF

1. The City agrees to act as the Fiscal Agent for the Agency. Within the City, the Director of the Department of Finance and Administration shall oversee the administrative actions and functions associated with serving as Fiscal Agent to the Agency. City staff shall provide the Agency standard fiscal services, including billing, invoicing, account receivable/payables, revenue receipt, investment of funds, expenditure recording, and payroll.

2. In addition to providing RCR Staff described in Section C above and serving as the Fiscal Agent for the Agency, the City agrees to provide the Agency overhead support including services provided by Human Resources, City Attorney Office, and Finance and Administration (as captured by Kirkland's Cost of Service Model) and Information Technology and Facilities (as captured by Kirkland's Internal Rates).

E. AGREEMENT TO PAY COSTS

1. As consideration for staffing and support services to be provided by the City under this Agreement, the Agency agrees to pay the City costs and fees as provided in this subsection.

2. The Agency agrees to reimburse the City for the costs of wages and benefits, plus actual costs to the City, of RCR Staff assigned to the Agency in a manner acceptable to the City and the Agency.

3. As consideration for overhead and other services to be provided by the City under this Agreement, the Agency agrees to pay the City fees based on the City's Cost of Service Model (the "COSM Fee") and Internal Rates as each informs the City's biennial budget. The COSM Fee and Internal Rates shall reflect the fair and appropriate allocation of costs of services provided to the Agency under this Agreement. The City shall analyze actual costs versus budgeted assumptions annually and propose any adjustments to the Agency in its next biennial budget process. The City shall provide written notice to the Agency of the COSM Fee and Internal Rates at the times and in the format acceptable to the Agency. The Agency shall pay, or cause to be paid, such COSM Fee and Internal Rates at the times and in the manner acceptable to the City and the Agency.

4. If requested by the Agency, the City shall provide the Agency with office space, equipment, supplies, services, vehicles and technology for its use. To the extent the costs of these items are not included in the COSM Fee or Internal Rates, the Agency shall compensate the City for the cost or the use of the items according to a methodology agreed to by the Parties.

5. The Agency assumes responsibility for the full costs of any materials, supplies, services, and other expenses not provided by the City under this Agreement that are needed or provided by the Agency for its operations.

F. POLICIES

Section 11 of the Interlocal Agreement states that it is not necessary for the Agency to adopt Agency personnel policies until it has hired staff directly. If the Agency determines to adopt its own personnel policies during the term of this Agreement, the Agency agrees that such policies shall be consistent with personnel policies applicable to City employees loaned to the Agency.

The Agency hereby approves the application of and adopts, for the purposes of this Agreement, the City's policies and procedures related to the services to be provided and the employees to be loaned by the City to the Agency hereunder. Such policies and procedures include, but are not limited to, policies and procedures relating to information technology, facilities, Fiscal Agent, financial, and personnel.

G. NO THIRD PARTY BENEFICIARIES

It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.

H. INDEMNIFICATION

While the Executive Director is jointly supervised and directed of the Agency and the City pursuant to this Agreement, they will be considered to be employees of the Agency for all liability purposes, including, but not limited to, indemnification and worker's compensation where directly related to their work for the Agency.

Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party and its respective officials and employees, from any and all claims, arising out of, or in any way resulting from, the indemnifying Party's own negligent acts or omissions. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

I. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by the City or the Agency as part of its performance of this Agreement shall be owned by and become the property of the Agency and may be used by the Agency for any purpose beneficial to the Agency.

J. PUBLIC RECORDS

Each Party shall keep records related to this Agreement as required by law and in accordance with their own policies, procedures and retention schedules. The Parties shall be responsible for responding to public disclosure requests in accordance with the Interlocal Agreement, the Washington Public Records Act, chapter 42.56 RCW, and such procedures as may be established by a Party.

K. COMPLIANCE WITH LAWS

During the term of this Agreement, the Parties hereto agree to comply with all federal, state and local laws as necessary to carry out the terms of the Agreement. Further, to the extent that any duties under this Agreement involve the retention, security, confidentiality or other handling of certain "protected" health information under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the Parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

L. NONDISCRIMINATION AND FAIR EMPLOYMENT PRACTICES

During the performance of this Agreement, neither Party shall discriminate against any person based on any ground prohibited under federal, state or local law including race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 et seq.).

M. NOTICES

1. Whenever this Agreement provides for notice to be provided by one Party to another such notice shall be in writing and may be given by certified mail, overnight delivery, facsimile telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement.

2. Notice shall be provided to:

To RCR:

Regional Crisis Response Agency
Attn: Executive Director c/o Administrative Services
Manager
123 Fifth Avenue
Kirkland, WA 98033

To Kirkland:

City of Kirkland
Attn: Kevin Raymond, City Attorney
123 Fifth Avenue
Kirkland, WA 98033

N. NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.

O. NO ASSIGNMENT

Neither Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the other Party.

P. DISPUTE RESOLUTION AND CONFLICTS OF INTEREST

1. If one Party believes the other Party has failed to comply with the terms of this Agreement, the Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, either Party may submit the matter to mediation or another agreed upon form of dispute resolution. If the Parties submit the matter to dispute resolution and the matter is not resolved, then the aggrieved Party shall be entitled to pursue any legal remedy available. In any dispute resolution process, at any stage, each party will be responsible to pay all its legal costs and attorney fees.

2. In the event of a dispute among Parties, each Party shall provide for its own legal representation. So long as a conflict does not arise, the Kirkland City Attorney's Office shall provide legal representation to the Agency. If a potential conflict arises such that the Kirkland City Attorney's Office determines, in its sole discretion, that it cannot ethically represent the Agency in any matter or matters, and/or if there is a potential conflict of interest with the Kirkland City Attorney advising both the City and the Agency that cannot be waived, or if waivable, both the Kirkland City Council and the Executive Board refuse to waive said conflict, the Kirkland City Attorney's Office shall provide written notice of the potential conflict to each Party. Following such notice, the Agency shall engage outside legal counsel in that matter or matters. Notwithstanding the foregoing, nothing in this Agreement shall prohibit the Executive Board from engaging, in its sole discretion, outside counsel to provide legal representation to the Agency.

3. A Party shall provide prompt written notice to all other Parties if it becomes involved in a legal issue that may affect this Agreement or the Agency.

Q. ENTIRE AGREEMENT

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between

the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

R. AMENDMENT ONLY IN WRITING

This Agreement may be amended only by agreement of the Parties in writing.

S. CHOICE OF LAW; VENUE

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

T. MISCELLANEOUS

1. Attorney's Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the each Parties' right to indemnification under this Agreement.

2. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Agency fails to pay for the services provided by the City, the City can cease providing such services until payment is made.

3. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, joint board, or partnership is formed as a result of this Agreement.

U. SEVERABILITY

The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

V. SURVIVAL PROVISIONS

The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party's withdrawal from this Agreement.

Section H	Indemnification
Section J	Public Records
Section S	Choice of Law; Venue

W. COUNTERPARTS

This Agreement shall be executed the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

[remainder of page intentionally left blank; execution page follows]

THIS AGREEMENT IS HEREBY DATED this _____ day of _____, 2023.

CITY OF KIRKLAND

REGIONAL CRISIS RESPONSE AGENCY

By: _____
Name: Beth Goldberg
Its: Deputy City Manager for Operations

By: _____
Name: Kurt Triplett
Its: President, Executive Board

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("Agreement") between the City of Kirkland, Washington (the "City" or "Kirkland") and the Regional Crisis Response Agency (the "Agency" or "RCR") related to recruitment and provision of staff is entered into on this ____ day of _____, 2023 (the "Effective Date"). The City and the Agency are individually referred to herein as a "Party" and together as "Parties."

RECITALS

WHEREAS, pursuant to the Interlocal Cooperation Act, chapter 39.34 of the Revised Code of Washington ("RCW"), and the Regional Crisis Response Agency Interlocal Agreement effective as of January 1, 2023, as it may be amended (the "Interlocal Agreement"), the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline formed the Agency as a separate, independent governmental administrative agency, organized or to be organized under Washington law as a non-profit corporation under chapter 24.06 RCW; and

WHEREAS, pursuant to the Interlocal Agreement, the Agency is responsible for providing a consolidated and standardized mobile crisis response program operating throughout the jurisdictions served by the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline and other general-purpose municipal corporations that execute the Interlocal Agreement (together, the "Principals"); and

WHEREAS, the Agency needs to recruit and hire an executive director and to hire staff and desires to provide competitive salary and benefits to these employees; and

WHEREAS, Section 15(a) of the Interlocal Agreement provides, in part, as follows (capitalized terms shall have the meanings set forth in the Interlocal Agreement):

All staff serving the Agency (including the Executive Director) may be hired directly by the Agency or may be provided through an agreement with a Principal or other agency to provide such staff and support services. All such staffing agreements shall be approved by Simple Majority Vote of the Executive Board and shall provide for the full compensation for the services of such employees. It is contemplated that the Fiscal Agent shall also be the agency loaning staff to Agency.

From and after the Effective Date of this Agreement, the parties agree that the Executive Director and other Agency staff shall, unless otherwise determined by the Executive Board, be loaned staff who are employees of the City of Kirkland. The terms of such loan to the Agency shall be provided by separate agreement between the Agency and the City of Kirkland.

WHEREAS, the City is willing to loan the Agency staff and provide support services as contemplated by the Interlocal Agreement in exchange for compensation for such staff and services as provided herein; and

WHEREAS, this Agreement is intended to serve as the agreement for loaned staff and support services and for fiscal agent services as contemplated in Section 15(a) of the Interlocal Agreement;

Formatted: Font: Bold

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

A. DEFINED TERMS; EFFECTIVE DATE AND TERMINATION

1. Capitalized terms not otherwise defined herein shall have the meanings given such terms in the Interlocal Agreement.

2. This Agreement shall take effect on the Effective Date and shall remain in effect ~~through December 31, 2026, and shall thereafter be of ongoing duration subject to termination provisions contained herein~~~~until terminated as provided below.~~

3. ~~From the Effective Date through December 31, 2026, this Agreement may be terminated by either party for cause only, after providing 12 months advance written notice to the other party specifying the reason for the termination and the date of termination, and giving a reasonable opportunity to cure. After December 31, 2026, this Agreement may be terminated by either Party without cause upon [] 12 months' advance written notice to the other Party specifying the date of termination [for discussion — consider a four year term for this Agreement and requiring at least 6 or 12 months' notice of termination thereafter].~~

4. Upon termination of this Agreement, the Agency shall remain liable for payment in accordance with the terms of this Agreement for costs incurred prior to the effective date of termination and for any other amounts required to be paid by the Agency pursuant to this Agreement.

B. RECRUITMENT AND HIRING OF AN EXECUTIVE DIRECTOR

1. The City and the Agency shall develop a plan for recruiting and hiring an executive director for the Agency ("Executive Director"). The Executive Board of the Agency (the "Executive Board") shall approve the candidate to be hired as the Executive Director. The Executive Director shall be terminated by the City (or otherwise reassigned from the Agency) upon receipt of notice that the Executive Board, by Supermajority Vote, with or without cause has called for such termination (or reassignment). The Executive Director is an "at will" position.

2. The Executive Director shall report to the Executive Board. Within the City, the Director of the General Services Department shall be the sponsoring City department director responsible for liaising with the Executive Director as it relates to administrative oversight of the Agency. The Executive Director shall regularly advise the Executive Board on matters related to the operation and functions of the Agency, including proposed budgets, financial and liability issues, and all other appropriate matters related to the Agency as described in the Interlocal Agreement.

3. The Executive Director will be a full time equivalent ("FTE") City employee and shall be eligible for all employment benefits offered to City employees in equivalent positions, including benefits and enrollment in the Washington employees' retirement system. The Executive Director shall be eligible for merit, cost of living, and other wage increases in the same manner as City employees in equivalent positions. The Executive Board will evaluate the Executive Director's performance annually. The Executive Board will make recommendations to the City regarding merit and other increases to the Executive Director's salary; provided that

merit or other increases shall be awarded consistent with City policies.

C. RECRUITMENT AND HIRING OF RCR STAFF

1. The Executive Director shall implement a plan for recruiting and hiring City employees who will be assigned to work for the Agency ("RCR Staff"). As of the Effective Date of this Agreement, it is expected that 13 FTE City employees initially will be assigned to the Agency, including the Executive Director. Additional City employees may be assigned to the Agency upon approval by the City and the Executive Board.

2. The Executive Director will conduct regular performance evaluations of RCR Staff and will make recommendations to the Executive Board regarding merit and other increases, in keeping with City personnel policies.

3. RCR Staff will be FTE City employees. RCR Staff will report to the Executive Director.

D. FISCAL AGENT; RCR SUPPORT STAFF

1. The City agrees to act as the Fiscal Agent for the Agency. Within the City, the Director of the Department of Finance and Administration shall oversee the administrative actions and functions associated with serving as Fiscal Agent to the Agency. City staff shall provide the Agency standard fiscal services, including billing, invoicing, account receivable/payables, revenue receipt, investment of funds, expenditure recording, and payroll.

2. In addition to providing RCR Staff described in Section C above and serving as the Fiscal Agent for the Agency, the City agrees to provide the Agency overhead support including services provided by Human Resources, City Attorney Office, and Finance and Administration (as captured by Kirkland's Cost of Service Model) and Information Technology and Facilities (as captured by Kirkland's Internal Rates).

E. AGREEMENT TO PAY COSTS

1. As consideration for staffing and support services to be provided by the City under this Agreement, the Agency agrees to pay the City costs and fees as provided in this subsection.

2. The Agency agrees to reimburse the City for the costs of wages and benefits, plus actual costs to the City, of RCR Staff assigned to the Agency in a manner acceptable to the City and the Agency.

3. As consideration for overhead and other services to be provided by the City under this Agreement, the Agency agrees to pay the City fees based on the City's Cost of Service Model (the "COSM Fee") and Internal Rates as each informs the City's biennial budget. The COSM Fee and Internal Rates shall reflect the fair and appropriate allocation of costs of services provided to the Agency under this Agreement. The City shall analyze actual costs versus budgeted assumptions annually and propose any adjustments to the Agency in its next biennial budget process. The City shall provide written notice to the Agency of the COSM Fee and Internal Rates at the times and in the format acceptable to the Agency. The Agency shall pay, or cause to be paid, such COSM Fee and Internal Rates at the times and in the manner

acceptable to the City and the Agency.

4. If requested by the Agency, the City shall provide the Agency with office space, equipment, supplies, services, vehicles and technology for its use. To the extent the costs of these items are not included in the COSM Fee or Internal Rates, the Agency shall compensate the City for the cost or the use of the items according to a methodology agreed to by the Parties.

5. The Agency assumes responsibility for the full costs of any materials, supplies, services, and other expenses not provided by the City under this Agreement that are needed or provided by the Agency for its operations.

F. POLICIES

Section 11 of the Interlocal Agreement states that it is not necessary for the Agency to adopt Agency personnel policies until it has hired staff directly. If the Agency determines to adopt its own personnel policies during the term of this Agreement, the Agency agrees that such policies shall be consistent with personnel policies applicable to City employees loaned to the Agency.

The Agency hereby approves the application of and adopts, for the purposes of this Agreement, the City's policies and procedures related to the services to be provided and the employees to be loaned by the City to the Agency hereunder. Such policies and procedures include, but are not limited to, policies and procedures relating to information technology, facilities, Fiscal Agent, financial, and personnel.

-

F.G. NO THIRD PARTY BENEFICIARIES

It is understood and agreed that this Agreement is solely for the benefit of the Parties and ~~given~~ gives no right to any other person or entity.

G.H. INDEMNIFICATION

While the Executive Director is jointly supervised and directed of the Agency and the City pursuant to this Agreement, they will be considered to be employees of the Agency for all liability purposes, including, but not limited to, indemnification and worker's compensation where directly related to their work for the Agency.

Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party and its respective officials and employees, from any and all claims, arising out of, or in any way resulting from, the indemnifying Party's own negligent acts or omissions. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

Formatted: No underline

Formatted: Left, Indent: Left: 0.5", No bullets or numbering

Formatted: Left, Indent: Left: 0.5", No bullets or numbering

Formatted: No underline

H.I. OWNERSHIP AND USE OF DOCUMENTS

All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings and any other materials created or otherwise prepared by the City or the Agency as part of its performance of this Agreement shall be owned by and become the property of the Agency and may be used by the Agency for any purpose beneficial to the Agency.

H.J. PUBLIC RECORDS

Each Party shall keep records related to this Agreement as required by law and in accordance with their own policies, procedures and retention schedules. The Parties shall be responsible for responding to public disclosure requests in accordance with the Interlocal Agreement, the Washington Public Records Act, chapter 42.56 RCW, and such procedures as may be established by a Party.

J.K. COMPLIANCE WITH LAWS

During the term of this Agreement, the Parties hereto agree to comply with all federal, state and local laws as necessary to carry out the terms of the Agreement. Further, to the extent that any duties under this Agreement involve the retention, security, confidentiality or other handling of certain "protected" health information under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the Parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

K.L. NONDISCRIMINATION AND FAIR EMPLOYMENT PRACTICES

During the performance of this Agreement, neither Party shall discriminate against any person based on any ground prohibited under federal, state or local law including race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 et seq.).

L.M. NOTICES

1. Whenever this Agreement provides for notice to be provided by one Party to another such notice shall be in writing and may be given by certified mail, overnight delivery, facsimile telegram, or personal delivery. Notice is deemed given when delivered. Email may be used for notice that does not allege a breach or dispute under this Agreement.

2. Notice shall be provided to:

To RCR: Regional Crisis Response Agency
Attn: Executive Director c/o Administrative Services
Manager
123 Fifth Avenue
Kirkland, WA 98033

Formatted: Widow/Orphan control, Keep with next, Keep lines together

To Kirkland: City of Kirkland
Attn: Kevin Raymond, City Attorney
123 Fifth Avenue
Kirkland, WA 98033

M-N. NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.

N-O. NO ASSIGNMENT

Neither Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the other Party.

O-P. DISPUTE RESOLUTION AND CONFLICTS OF INTEREST

1. If one Party believes the other Party has failed to comply with the terms of this Agreement, the Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, either Party may submit the matter to mediation or another agreed upon form of dispute resolution. If the Parties submit the matter to dispute resolution and the matter is not resolved, then the aggrieved Party shall be entitled to pursue any legal remedy available. In any dispute resolution process, at any stage, each party will be responsible to pay all its legal costs and attorney fees.

2. In the event of a dispute among Parties, each Party shall provide for its own legal representation. So long as a conflict does not arise, the Kirkland City Attorney's Office shall provide legal representation to the Agency. If a potential conflict arises such that the Kirkland City Attorney's Office determines, in its sole discretion, that it cannot ethically represent the Agency in any matter or matters, and/or if there is a potential conflict of interest with the Kirkland City Attorney advising both the City and the Agency that cannot be waived, or if waivable, both the Kirkland City Council and the Executive Board refuse to waive said conflict, the Kirkland City Attorney's Office shall provide written notice of the potential conflict to each Party. Following such notice, the Agency shall engage outside legal counsel in that matter or matters. Notwithstanding the foregoing, nothing in this Agreement shall prohibit the Executive Board from engaging, in its sole discretion, outside counsel to provide legal representation to the Agency.

3. A Party shall provide prompt written notice to all other Parties if it becomes involved in a legal issue that may affect this Agreement or the Agency.

P-Q. ENTIRE AGREEMENT

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between

the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

Q.R. AMENDMENT ONLY IN WRITING

This Agreement may be amended only by agreement of the Parties in writing.

R.S. CHOICE OF LAW; VENUE

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

S.T. MISCELLANEOUS

1. Attorney's Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit the each Parties' right to indemnification under this Agreement.

2. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Agency fails to pay for the services provided by the City, the City can cease providing such services until payment is made.

3. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, joint board, or partnership is formed as a result of this Agreement.

T.U. SEVERABILITY

The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

U.V. SURVIVAL PROVISIONS

The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party's withdrawal from this Agreement.

Section ~~GH~~ Indemnification
Section ~~IJ~~ Public Records
Section ~~RS~~ Choice of Law; Venue

~~V-W~~. COUNTERPARTS

This Agreement shall be executed the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

[remainder of page intentionally left blank; execution page follows]

THIS AGREEMENT IS HEREBY DATED this _____ day of _____, 2023.

CITY OF KIRKLAND

REGIONAL CRISIS RESPONSE AGENCY

By: _____

By: _____

Name: ~~Kurt Triplett~~ Beth Goldberg

Name: Kurt Triplett

Its: ~~City Manager~~ Deputy City Manager for Operations _____

Its: ~~Chair~~ President, Executive Board

REGIONAL CRISIS RESPONSE (RCR) AGENCY

MEMORANDUM

To: RCR Executive Board

From: Carly Joerger, Management Analyst, City of Kirkland

Date: January 25, 2023

Subject: Consider Approving the Regular Meeting Schedule of the Executive Board

RECOMMENDATION:

That the Regional Crisis Response (RCR) Agency Executive Board approve a regular meeting schedule of the Executive Board as the first Thursday of the month from 11am - noon.

BACKGROUND DISCUSSION:

The RCR Board discussed setting a regular meeting schedule at its first official Board meeting on January 11, 2023. The Board discussed the first Thursday of the month from 11am – noon as the RCR Board's regular meeting moving forward.

Board Action Recommended

If the Board concurs with the recommendation, the Board should approve the regular meeting schedule by the following motion:

“I move we approve the regular meeting schedule of the RCR Executive Board as the first Thursday of the month from 11am to noon.”

REGIONAL CRISIS RESPONSE (RCR) AGENCY

MEMORANDUM

To: RCR Executive Board

From: Carly Joerger, Management Analyst, City of Kirkland

Date: January 27, 2023

Subject: Discuss Current Responder Issues

RECOMMENDATION:

That the Regional Crisis Response (RCR) Agency Executive Board receive information about current staffing levels and schedules and the first quarter billing plan.

BACKGROUND DISCUSSION:

Between the existing RADAR Program and Kirkland's Community Responder Program staff, six of the ten RCR Crisis Responder positions will be filled upon launch, leaving four positions vacant.¹ The process to date has recognized there will be a period before the Agency is fully staffed where the levels of service envisioned in the founding Interlocal Agreement (ILA) will not be possible. If the Board would like, staff can plan to develop several possible interim staffing plan options to bring to the Board for initial discussion at its next regular meeting in March. In the meantime, this memo provides information to the Board about what was contemplated in the founding ILA and the current levels of service provided by the RADAR Navigator Program and Kirkland's Community Responders. This memo also includes a brief discussion of the first quarter billing.

Service Levels in the Founding ILA

The RCR founding interlocal agreement (ILA) and 2023-2024 RCR Budget contemplates 10 FTE Responders to provide mobile crisis response services across the five-city region roughly 15-hours per day, seven days per week (roughly 7 a.m. - 10 p.m. daily), with Responders working ten-hour shifts and arriving at the scene in their own crisis response vehicles (in contrast to a pure co-response model whereby responders arrive at the scene in police vehicles). Under these assumptions, on any given day there would be four, but most often five (to flex for sick and vacation time), Responders to cover the region. This model means the Responders will respond in pairs when a day and swing shift overlap in the middle of the day (roughly eight hours per day), but during the beginning of a day shift and the end of a swing shift, the Responders would respond individually, but always with a member of law enforcement officer present. In addition to dedicated crisis responder vehicles, the intention during ILA negotiations was for the Responders have their own radios allowing them to be dispatched through the 911 dispatch

¹ Note that incumbent in one of the six positions is currently out on military deployment, not expected to return until late 2023.

centers at the request of police or fire² personnel behavioral health issues are presented. The ILA established a goal of working with 911 dispatch centers to establish dispatch protocols to allow for direct dispatching of Responders without law enforcement when appropriate.

Current RADAR Navigator Service

The RADAR Navigator Program currently employs the Program Manager, two full-time Navigators, and two part-time contract Navigators. The two part-time contractors have stated they are not interested in converting to FTE positions with RCR. With RADAR's current Navigator resources, they roughly cover Bothell and Shoreline four days per week from 10am – 8pm and Lake Forest Park and Kenmore one day per week from 10am – 3pm. They do not currently provide service in Kirkland. The two full-time Navigators that would transfer to RCR currently work four ten-hour shifts from 10am – 8pm and co-respond with law enforcement by riding in the passenger seat of a law enforcement vehicle while on shift.

Current Kirkland Community Responder Service

Kirkland's Community Responder Program currently employs four full-time Responders and one Supervisor who also spends a portion of her time responding. One of the four Responders is on extended military leave until late 2023; as a result, that Responder is not on the schedule although the position is filled. At this level of resource, the Community Responders currently work from roughly 7am to midnight six days per week and 3pm to midnight one day per week. The Responders work four ten-hour shifts and are called to the scene in their own vehicles by law enforcement officers over the radio, or self-dispatch in some cases.

First Quarter Billing

The RCR ILA Section 12e. Payment of Agency Charges provides that: Each Principal shall pay its Budget Share in equal installments no later than January 15, April 15, July 15 and October 15 of each year, or on such schedule as may otherwise be approved by the Executive Board. The January 15 billing was delayed until the RCR bank account was in place. That process is complete, and the agency is incurring start-up costs. Staff has prepared bills for the first quarter that reflect one-quarter of the one-time costs plus one-quarter of the 2023 operating budget and recommends a due date of February 24.

While the service levels will be ramping up over time as described above, the recommendation is to bill the full quarterly installment and consider whether to adjust future billings once start-up activities are completed and operations have stabilized. If the Board determines that the unspent funds in RCR are in excess of needs, action can be taken at a future point in time that may include adjusting future quarterly billings, setting aside funds in reserves, or other options of interest to the Board. A reconciliation process in the third or fourth quarter of 2023 would also allow any additional grant funds to be recognized.

In conclusion, until additional Crisis Responders are hired, RCR's ability to serve the entire region as envisioned in the ILA will be limited. If the Board is interested, staff can plan to bring the Board interim staffing plan options at the next regular meeting in March to begin discussions. Staff further

² Responding with fire personnel is likely more plausible – at least initially – in cities with their own Fire Departments. This may be more complicated for cities receiving fire services from fire districts as fire districts are not currently party to the ILA.

recommends that first quarter billing occur consistent with the ILA formula and any adjustment to quarterly billings based on actual results be considered once start-up is complete and operations have stabilized.

Board Action Recommended

No action recommended at this time.