

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute the Interlocal Agreement for the North Sound RADAR Navigator Program
DEPARTMENT:	Police
PRESENTED BY:	Shawn Ledford, Police Chief
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM-ISSUE STATEMENT:

In 2016, the Shoreline Police Department started a pilot program called RADAR - Response Awareness De-escalation and Referral. RADAR provides police officers with response plans designed to assist in the field with de-escalation and crisis intervention response. It also provides resources for officers to follow up with a mental health professional (MHP) for at risk individuals in the community. The goals of the RADAR program are to strengthen community/police partnerships, to increase the connection of at-risk individuals with effective behavioral health services and treatments, to enhance community and first responder safety by reducing the potential for police use of physical force, and to reduce repeat calls for service.

In 2018, Shoreline began discussions with other north King County cities to expand the RADAR program. Shoreline began partnering with the cities of Lake Forest Park, Kenmore, Bothell, and Kirkland on this program expansion. The North Sound RADAR cities requested funding for a consultant to help establish the expanded program, a project manager to oversee Mental Health Professional (MHP) Navigators and coordinate efforts between the cities, and four part-time MHP Navigators to work in the field to support law enforcement in the member cities to follow-up with individuals in crisis. The King County Council subsequently approved using Mental Illness and Drug Dependency (MIDD) Behavioral Health Sales Tax funds to support the North Sound RADAR program for 2019 and 2020.

To create the agreement for the joint use of the King County funding and the sharing of the RADAR resources, the North Sound RADAR cities developed an Interlocal Agreement for the North Sound RADAR Navigator Program. Tonight, staff is requesting Council authorization for the City Manager to enter into this Interlocal Agreement.

RESOURCE-FINANCIAL IMPACT:

King County MIDD Behavioral Health Sales Tax funds have been secured to support this program in 2019 and 2020. Beyond this biennium however, funding will need to be identified from King County, other grant opportunities, or from the North Sound RADAR cities to continue the program. The Interlocal assumes funding for the Program

Manager and other RADAR Navigator mental health professionals will come from outside agency grant funding and not from the parties. Shoreline Police overtime may be used when it's necessary to staff an extra police officer with the MHP navigator to focus on outreach.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to execute the interlocal agreement for the North Sound RADAR Navigator Program.

Approved By: City Manager _____ City Attorney _____

BACKGROUND

Over the past decade, police agencies have changed the way they respond to mental health-related calls for service. Police officers are expected to de-escalate crisis situations, provide real-time services to those in need, and conduct follow-up with the affected parties.

To respond to these changes, the Shoreline Police Department started a pilot program in 2016 called RADAR - Response Awareness De-escalation and Referral. RADAR provides police officers with response plans designed to assist in the field with de-escalation and crisis intervention response. It also provides resources for officers to follow up with a mental health professional (MHP) for at risk individuals in the community. The goals of the RADAR program are to strengthen community/police partnerships, to increase the connection of at-risk individuals with effective behavioral health services and treatments, to enhance community and first responder safety by reducing the potential for police use of physical force, and to reduce repeat calls for service. The RADAR program has received funds from a Federal Department of Justice grant, a Washington State Association of Sheriffs and Police Chiefs grant, and a large endowment from King County.

DISCUSSION

In 2018, Shoreline began discussions with other north King County cities to expand the RADAR program. Shoreline began partnering with the cities of Lake Forest Park, Kenmore, Bothell, and Kirkland on this program expansion. In June 2018, elected officials, city managers and law enforcement officers from these cities made a proposal to the King County Council to help fund a 'North Sound RADAR program'. The North Sound RADAR cities requested funding for a consultant to help establish the expanded program, a project manager to oversee Mental Health Professional (MHP) Navigators and coordinate efforts between the cities, and four part-time MHP Navigators to work in the field to support law enforcement in the member cities to follow-up with individuals in crisis. The King County Council subsequently approved using Mental Illness and Drug Dependency (MIDD) Behavioral Health Sales Tax funds to support the North Sound RADAR program for 2019 and 2020.

North Sound RADAR Program Interlocal Agreement

To create the agreement for the joint use of the King County funding and the sharing of the RADAR resources, the North Sound RADAR cities developed the Interlocal Agreement for the North Sound RADAR Navigator Program ("ILA"; Attachment A). The ILA gives equitable weight to the cities regarding the sharing of resources, generally based on population, workload and needs. The ILA also establishes an Executive Board, made up of representatives from the five cities, which serves as a joint decision making body for the program. The executive board governs and administers the ILA.

The City of Bothell will serve as the lead agency to manage the funding from King County, the staff and contracts that are necessary to support the program. The initial term of the ILA shall take effect retroactively from January 1, 2019, and shall remain in effect for three years until December 31, 2021. Following the Initial term, the ILA shall extend automatically between all five parties for additional 12-month periods until it is

terminated by a party, in which case the agreement will still remain in effect between the remaining parties until fully terminated.

COUNCIL GOAL(S) ADDRESSED

RADAR supports Council Goal #5 - to promote and enhance the City's safe community and neighborhood programs and initiatives.

RESOURCE/FINANCIAL IMPACT

King County MIDD Behavioral Health Sales Tax funds have been secured to support this program in 2019 and 2020. Beyond this biennium however, funding will need to be identified from King County, other grant opportunities, or from the North Sound RADAR cities to continue the program. The Interlocal assumes funding for the Program Manager and other RADAR Navigator mental health professionals will come from outside agency grant funding and not from the parties. Shoreline Police overtime may be used when it's necessary to staff an extra police officer with the MHP navigator to focus on outreach.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to execute the interlocal agreement for the North Sound RADAR Navigator Program.

ATTACHMENTS

Attachment A – Interlocal Agreement for North Sound RADAR Navigator Program

Interlocal Agreement for North Sound RADAR Navigator Program

Bothell Contract No. _____
Lake Forest Park Contract No. _____
Kenmore Contract No. _____
Kirkland Contract No. _____
Shoreline Contract No. _____

This interlocal agreement for regional Mental Health Professional (MHP) services (“Agreement”) is made pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, by and between the following parties:

- The City of Bothell, a Washington State municipal corporation, (“Bothell”)
- The City of Lake Forest Park, a Washington State municipal corporation, (“LFP”)
- The City of Kenmore, a Washington State municipal corporation, (“Kenmore”)
- The City of Kirkland, a Washington State municipal corporation, (“Kirkland”)
- The City of Shoreline, a Washington State municipal corporation, (“Shoreline”)

Bothell, LFP, Kenmore, Kirkland, and Shoreline, are also referred to collectively as “Parties” and individually as “Party.”

RECITALS

- The Parties are cities in close proximity to each other located in the north part of King County.
- Each Party has responsibilities and obligations to respond to emergent situations involving individuals and associated persons experiencing behavioral health crises.
- The Parties agree that it is in the best interest of their local communities to administer and coordinate a standardized set of protocols for assisting those experiencing a behavioral health crisis.
- The Parties further agree that is it in their best interests to share resources for behavioral health professionals to partner with law enforcement to connect at-risk individuals to the proper services.

AGREEMENT

To that end, the Parties agree as follows:

1. Purpose. The purpose and intent of this Agreement is to create the North Sound RADAR Navigator Program (“Program”): a group of municipalities partnering to provide its members with an economical mechanism for the efficient administration and coordination of a program for Response Awareness, De-escalation and Referral (“RADAR”) to be used in the event of behavioral health crises. The goals of the Program are to strengthen community/police partnerships, to increase the connection of at-risk individuals with effective behavioral health services and treatments, and to enhance community and first responder safety by reducing the potential for police use of physical force. The Program endeavors to provide shared resources for mental health professionals to partner with law enforcement to connect at-risk individuals to the proper services. The Program will provide law enforcement officers with response plans designed to assist in the field with de-escalation and crisis intervention response.

The Program seeks to protect the public peace, health, and safety; to preserve the lives and property of the people served by the Parties; and to ensure the safety of the residents in each community.

2. Effective Date and Duration. This Agreement shall take effect retroactively from January 1, 2019, and shall remain in effect for a period of 36 months (the "Initial Term"), although the term of the agreement will also be subject to available grant funding.
3. Term Extension and Early Termination. Following the Initial Term, this Agreement shall extend automatically between all parties for additional twelve-month periods until terminated by a Party, in which case the agreement will still remain in effect between the remaining Parties until terminated. A Party may terminate participation in the Program by giving notice to all other Parties at least six (6) months prior to the end of the then-current term or as provided in Section 6 below. A Party terminating its participation remains liable for any residual liabilities, obligations, or costs incurred prior to its termination of participation in this Agreement.
4. No Separate Entity. No separate legal or administrative entity is created by this Agreement. Rather, this Agreement establishes a joint operation of the Parties. The joint operation will be called the "North Sound RADAR Navigator Program" or "RADAR."
5. No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other enterprise between the Parties.
6. Administration.
 - a. Subject to the directives of the North Sound RADAR Navigator Program Executive Board ("Board") established in Section 7 below, Bothell shall serve as the Lead Agency ("Lead Agency") for the Program. As Lead Agency, and with the approval of the Committee, Bothell shall select and hire the program manager for the Program ("Program Manager"). As the Program Manager's employer, Bothell is responsible for assigning and directing the Program Manager's job duties. The Lead Agency shall share all reports, documents, and written work products created for the Program with all Parties.
 - b. The Program Manager shall possess a Master's degree in social work, psychology, counseling, or a related field; possess a valid Washington State Department of Health license (LICSW, LASW, LICSWA, LMHC, LMHCA, LCPC, LCP, or other related license); and have at least two years' post-graduate experience working directly with individuals experiencing mental illness, homelessness, and/or substance use disorder. The Program Manager shall administer and coordinate the Program operations, and serve as the point of contact for all Parties. Additional duties of the Program Manager are described in Exhibit A, attached and incorporated by this reference.
7. Governance. A joint decision-making body, the North Sound RADAR Navigator Program Executive Board, shall govern and administer this Agreement and direct the Lead Agency's actions, functions, and duties, consistent with the terms and conditions of this Agreement and consistent with the policies outlined in the Program's Standard Operating Procedures to be created and adopted by the Board. Each Party shall appoint one representative to the Board. The Board shall meet at least quarterly and at such other times as is determined by the Board. At the request of one Party for a special or emergency meeting, the Board shall meet within a reasonable time after the request. The Board shall strive to make decisions by consensus. In the event consensus cannot be reached, a decision can be

made by a majority vote. Voting shall be on a “one party, one vote” basis. The Board shall comply with all provisions of Washington’s Open Public Meetings Act and Public Records Act. Bothell is entitled to make employer-related decisions regarding the Program Manager without Board input.

8. Operating Budget. The operating budget will be set annually. The Board shall meet as soon as possible in the first quarter of 2019 to set the budget for 2019. The Program’s operating budget for 2019 will consist of funds received from King County Mental Illness and Drug Dependency (MIDD) Grant. The 2019 budget may include any other costs incurred by the Lead Agency or any Party for or on behalf of the Program but must be approved in advance by the Board in writing. Beyond the 2019 budget, the Board shall meet in the second calendar quarter of each calendar year to approve and finalize the operating budget for the following calendar year.
9. Costs. Each Party shall be responsible for its own internal costs of participating in the Program, such as costs for staff time and facilities used for planning, training, and meetings. This Agreement assumes funding for the Program Manager and other RADAR Navigator mental health professionals will come from outside agency grant funding and not from the Parties.
10. Finance and Accounting Services. The Lead Agency will provide finance and accounting services for the Program and will maintain a separate fund in its accounting system for this purpose. Lead Agency accounting services shall be compensated by program funding per the Lead Agency’s City budget rules.
11. Ownership of Property. Except as agreed otherwise by the Parties in writing, title to property owned by a Party and used for the Program shall not be transferred to the Program or any other Party. All Parties must agree in advance to the acquisition or lease of property for the Program, and such property shall be jointly owned by all Parties unless agreed otherwise by the Parties in writing.
12. Regular Agency Operations: Each Party shall continue to fulfill its respective municipal functions and duties without reimbursement from any other Party to this Agreement. Although the Parties are administering and coordinating their Program response plans and programs under this Agreement, each Party shall retain sole discretion and full control over its own plans, programs, and resources.
13. Notices: Each Party is responsible for promptly notifying all other Parties of any personnel change or change in contact email or mailing address listed here. All Program-related email notices shall be sent to the Parties at the following addresses:

Bothell	Carol Cummings	Carol.cummings@bothellwa.gov
Bothell	Mike Johnson	Mike.Johnson@bothellwa.gov
Bothell	Jennifer Phillips	Jennifer.phillips@bothellwa.gov
LFP	Phil Hill	phil@ci.lake-forest-park.wa.us
LFP	Steve Sutton	ssutton@ci.lake-forest-park.wa.us
LFP	Paul Armbrust	parmbrust@ci.lake-forest-park.wa.us
Kenmore	Pete Horvath	peter.Horvath@kingcounty.gov
Kenmore	Rob Karlinsey	rKarlinsey@kenmorewa.gov
Kirkland	Cherie Harris	CHarris@kirklandwa.gov
Kirkland	Mike Ursino	MUrsino@kirklandwa.gov

Kirkland	Tracey Dunlap	tdunlap@kirklandwa.gov
Shoreline	Debbie Tarry	dtarry@shorelinewa.gov
Shoreline	Shawn Ledford	Shawn.Ledford@kingcounty.gov

All Program-related written notices shall be sent by mail or hand-delivered to:

Phil Hill, City Administrator
City of Lake Forest Park
 17425 Ballinger Way NE
 Lake Forest Park, WA 98155

Rob Karlinsey, City Manager
City of Kenmore
 18120 68th Ave NE
 Kenmore, WA 98028

Jennifer Phillips, City Manager
City of Bothell
 18415 101st Avenue NE
 Bothell, WA 98011

Tracey Dunlap, Deputy City Manager
City of Kirkland
 123 Fifth Avenue
 Kirkland, Washington 98033

Debbie Tarry, City Manager
City of Shoreline
 17500 Midvale Ave N
 Shoreline, WA 98133-4905

14. Indemnification: To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall defend, hold harmless, and indemnify each other Party, its officers, elected officials, agents, and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement, but only to the extent of each such Party's negligence. Each Party agrees that its obligations under this section 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 Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.
15. No Third-Party Beneficiaries: This Agreement is for the sole benefit of the Parties. No other persons shall be deemed to have any rights in, under, or to this Agreement.

The Parties have executed this Agreement on the dates written below:

Lake Forest Park:

By Phil Hill, its City Administrator
City of Lake Forest Park

Date Signed: _____

The Parties have executed this Agreement on the dates written below:

Kenmore:

By Rob Karlinsey, its City Manager
City of Kenmore

Date Signed: _____

The Parties have executed this Agreement on the dates written below:

Kirkland:

By Tracey Dunlap, its Deputy City Manager
City of Kirkland

Date Signed: _____

The Parties have executed this Agreement on the dates written below:

Shoreline:

By Debbie Tarry, its City Manager
City of Shoreline

Date Signed: _____

The Parties have executed this Agreement on the dates written below:

Bothell:

By Jennifer Phillips, its City Manager
City of Bothell

Date Signed: _____

EXHIBIT “A”**RADAR Program Manager Duties and Responsibilities**

The following is a list of job duties and responsibilities of the RADAR Program Manager. The list includes examples of the duties and responsibilities and shall not be considered exhaustive or complete.

Functions and Activities:

- Develop job description and compensation for Mental Health Professionals (MHPs) to include qualification standards.
- Develop a team of Navigators.
- Assist in determining the number of Navigators needed.
- Meet with CJTC CIT staff.
- Coordinate administrative issues for the Navigators.
- Assist Navigators with administrative needs.
- Serve as the point of contact for the community on Navigator-related issues.
- Organize internal and external meetings related to the Navigator program.
- Work with community partners and program stakeholders.
- Attends regional meetings.
- Track outreach activities of the Navigator program.
- Assist the Program sergeant, Navigators, and CIT Officers with case tracking and referrals.
- Oversee RADAR alerts and Response Plan management to ensure consistency and accuracy.
- Assist with the sharing of RADAR alerts and Response Plans between cooperating agencies.
- Keep track of program statistics, including generating comprehensive reports as needed.
- Ensure inputting of WASPC Open Lattice data is regularly completed.
- Coordinate the development of the North Sounds RADAR Navigator policy.
- Oversee the program budget and grant(s).
- Ensure grant documentation requirements are met.
- Track budget expenditures.
- Track grant funds.