

INTERLOCAL AGREEMENT

Mental Health Professional

This is an Agreement between the City of Redmond, a municipal corporation, hereinafter referred to as "Redmond", and the City of Duvall, a municipal corporation, hereinafter referred to as "Duvall"

RECITALS

- A. Duvall is located within King County, and Duvall has the authority and responsibility to provide police protection for the citizens of Duvall. Redmond has established and maintains a Police Department which routinely provides law enforcement services to the citizens of the City of Redmond, including a dedicated Mental Health Professional, currently Susie Kroll, hereinafter "mental health professional" or "MHP." MHP Kroll is a clinically licensed mental health provider and community support administrator.
- B. Redmond can provide mental health professional services within the corporate limits of Duvall. Duvall is desirous of mental health professional service from Redmond to assist in fulfilling its obligation to Duvall citizens pursuant to RCW 39.34.010 and 39.34.080.

In consideration for the promises set forth herein the parties agree as follows:

1. DUVALL'S RESPONSIBILITIES

- 1.1 Provide a dedicated workspace in an office or cubicle with locking file cabinets.
- 1.2 Pay for any costs associated with contracting for Mental Health Professional services, including a partial salary of \$15,600 (\$75.00 per hour for up to 208 hours annually). Any additional hours over 208 will be billed at \$112.50 per hour. Provide a laptop/Surface/tablet for data collection, case management, overtime for ITA testimony, etc.
- 1.3 If a call in Duvall takes the MHP into overtime for that given shift, Duvall will pay the overtime rate of \$112.50 per hour or a fraction thereof in 15-minute increments through the call's conclusion.
- 1.4 Commissioned and Reserve Duvall police officers will transport MHP to calls for service using the co-responder model.
- 1.5 While performing work in Duvall, the City of Duvall's insurance will cover work-related injuries.
- 1.6 For a period, January 1, 2023 through December 31, 2024, pay Redmond \$112.50 per hour per invoiced call for service, time spent on follow-up, ITA court time, and consultation with mental health referral services.

2. REDMOND'S RESPONSIBILITIES

- 2.1 Provide all uniforms and equipment including police radio and duty cell phone.
- 2.2 Release MHP from job duties in Redmond to work four hours per week in Duvall.
- 2.3 Provide time during MHP regular work hours in Redmond to assist Duvall officers remotely.

2.4 Provide MHP services within the geographical boundaries of Duvall, rendering such service of the same level, degree, and type as customarily provided in the City of Redmond, as more definitively stated in Exhibit A.

3. TERM

3.1 This agreement is a new contract and is intended to be effective on January 1, 2023, for a term of two years (24 months). It may be terminated without cause only after sixty (60) days written notice received by one party, given the other. This agreement may be terminated for cause, if corrective measure have not been commenced within ten (10) days after written notice, and substantially completed with thirty (30) days. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

4. RELATIONSHIP OF PARTIES

4.1 Both parties understand and agree that Redmond is acting hereunder as an independent contractor, with the intended following results:

- a. MHP rendering service hereunder shall be for all purposes an employee of Redmond, although she/he may from time-to-time act for the benefit of Duvall.
- b. Control of MHP, standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Redmond.
- c. Control of professional staff standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Redmond.
- d. MHP response prioritization will go to Redmond when incidents require her time simultaneously.

5. INDEMNITY

5.1 Redmond will protect, defend, indemnify, and save harmless Duvall, its officers, employees, and agents from all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent or intentional acts or omissions of Redmond, its officers, employees, or agents. Redmond agrees that the obligation to indemnify, defend, and hold harmless Duvall and its agents and employees under this provision extends to any claim, demand, or cause of action brought by or on behalf of any employee of Redmond against Duvall, its officers, agents, or employees and includes any judgment, award, and cost arising therefrom, including attorneys' fees.

5.2 Duvall will protect, defend, indemnify, and save harmless Redmond, its officers, employees, and agents from all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent or intentional acts or omissions of Duvall, its officers, employees, or agents. Duvall agrees that its obligations under this provision extend to any claim, demand, or cause of action brought by or on behalf of any employees of Duvall against Redmond, its officers, agents, or employees and includes any judgment, award, and cost arising therefrom, including attorneys' fees.

6. DISCRIMINATION

6.1 Redmond hereby certifies that it is an equal opportunity employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines

contained in Revised Order 4 of the United States Department of Labor. Both parties agree that they will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, marital status, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, physical, or mental disability or the use of a trained guide dog or service animal by a person with a disability. Both parties agree that they will take affirmative action to ensure that all employment actions are without regard to race, creed, color, religion, sex, national origin, marital status, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, physical, or mental disability or the use of a guide dog or service animal by a person with a disability.

7. NOTICES

7.1 All notices to the parties under terms of this. Agreement, unless otherwise specified herein, or as may be amended, shall be in writing, addressed as follows:

DUVALL:
City of Duvall Police
Department
Chief Michael DeBock
P.O. Box 1300 Duvall, WA
98019

REDMOND:
City of Redmond
Police Department
Chief Darrell Lowe
P.O. Box 98073-9710 Redmond,
WA 98073-9710

8. ENTIRE AGREEMENT/MODIFICATION

8.1 This Agreement is intended to express the entire agreement of the parties and may not be an altered or modified in any way unless such modification is reduced to writing, signed by both parties, and affixed to this original agreement.

DATE: Feb 7, 2023

CITY OF REDMOND

CITY OF DUVALL

By: *D Lowe*
Darrell Lowe (Feb 7, 2023 13:42 PST)

By: *amf*
Amy Forsander (Feb 7, 2023 15:00 PST)

Its: Chief of Police

Its: Mayor

Approved as to form:

Approved as to form:

James Haney
James Haney (Feb 7, 2023 12:21 PST)

Darrell
Darrell Haney (Feb 7, 2023 18:29 PST)
City Attorney

City Attorney

DATE: Feb 7, 2023

Exhibit A

GENERAL OPERATIONAL PROCEDURES for delivering mental health professional services by the City of Redmond to the City of Duvall.

INTRODUCTION:

The Redmond Police Department is an organization dedicated to customer service and problem-solving through collaboration and communication. In 2018, the department began a mental health co-responder program to augment the response capabilities of officers. The co-responding MHP partners with officers to respond to calls that involve behavioral health issues, mental illness, social service deficits, and other situations as necessary to aid in de-escalation and provide service referrals.

The purpose of the co-responder program is to give police immediate access to an MHP who can connect people experiencing a crisis to services and resources, reducing the need for police and other emergency services. The program aims to improve the safety of the community member, the public, and officers by providing de-escalation, crisis mitigation, and service referrals.

The service calls most likely to benefit from the MHP resource are Mental and Emotional calls, Welfare Checks, Threats, Attempts, and Completed Suicides. The roles and responsibilities of the Mental Health Professional are as follows:

- Accompany police officers to specific calls to assist individuals with mental health, substance use, homelessness, and other social service needs while in Duvall.
- Provide outreach, engagement, and support to individuals in need.
- Make referrals to appropriate service providers and coordinate service delivery.
- Provide information, consultation, and referral options for officers and staff.
- Promote best practices in treatment approaches, support systems, and interventions.
- Advocate needs and liaise between individuals, caregivers, and service providers.
- Follow-up with identified individuals and/or emergency medical contacts and social service providers.
- Conduct annual training sessions for officers and staff on de-escalation, responding to people in crisis, and available social service resources. On a date and time mutually agreed upon by both parties.

MHP will provide the same services above while in the City of Duvall on a mutually agreed upon day and time of the week. For situations, , involving an MHP consult when MHP is not in Duvall, if available, she/he will use an electronic device provided by and maintained by the City of Duvall to display the faces of the involved parties. When incidents in Redmond and Duvall require her/his attention simultaneously, priority will go to Redmond cases for in-person contact. MHP may perform follow-up work for the Duvall case as her/his availability allows.











2023-08 MHP ILA between Redmond and Duvall-FINAL

Final Audit Report

2023-02-08

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Agreement completed.

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