

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Discussion on the Regional Mobile Crisis Response Program and Crisis Triage Facility to Serve North King County Cities		
<b>DEPARTMENT:</b>	City Manager's Office		
<b>PRESENTED BY:</b>	Christina Arcidy, Management Analyst		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

**PROBLEM/ISSUE STATEMENT:**

At the 2022 City Council Strategic Planning Workshop, the Council committed to continue to support the expansion of the North Sound RADAR (Response Awareness, De-escalation and Referral) program to a Regional Mobile Crisis Response Program as well as the siting of a complementary Crisis Triage Facility in North King County. Tonight, staff will provide Council with updates on this ongoing work.

**RESOURCE/FINANCIAL IMPACT:**

There is no financial impact based on tonight's discussion. However, the City's portion of the Regional Mobile Crisis Response Program (RADAR expansion) is expected to cost \$327,248 in 2023 and \$385,205 in 2024, with a one-time start-up cost of \$101,575. This budget request was discussed in the September 19, 2022 budget preview discussion with Council and will be included in the 2023-2024 biennial budget request this fall. Staff is recommending use of \$221,000 in annual cost savings from the Police Budget previously allocated for the School Resource Officer position to partially off-set the cost of the program. The Crisis Triage Facility is currently expected to be funded through a combination of state and county grants.

**RECOMMENDATION**

No action is required at this time, as tonight's item is for discussion purposes only. Staff recommends that Council ask staff questions on the work to expand RADAR to become the Regional Mobile Crisis Response Program including the proposed formation of a non-profit entity, in which the City will be a principal, and the draft interlocal agreement. Staff also recommends that Council provide feedback on the development and siting of a crisis triage facility in North King County.

Approved by: City Manager **DT** City Attorney **MK**

## **INTRODUCTION**

Maintaining a safe community for all is of paramount importance to City leadership. The City Council last discussed this topic at their 2022 City Council Strategic Planning Workshop. Council was provided a Goal 5, Action Step 5 Update, which discussed the expansion of the North Sound RADAR program and the need for a crisis triage facility (Attachment A).

At the conclusion of the Strategic Planning Workshop discussion, Council created two Action Steps for Council Goal 5, which directed staff to “Maximize and expand the North Sound RADAR (Response Awareness, De-escalation and Referral) service delivery model” and “Continue to expand the partnership between the North Sound City Coalition and the King County Behavioral Health Administrative Service Organization to advance the siting and operation of a crisis triage center for North King County residents who are experiencing a behavioral health crisis.” These Action Steps build on previous work of the City and are aligned with the interests of the four other cities (Bothell, Kenmore, Kirkland, and Lake Forest Park) partnering with Shoreline to accomplish these goals.

## **BACKGROUND**

### **Response Awareness De-escalation and Referral (RADAR)**

In 2016, the Shoreline Police Department started a pilot program called RADAR, after being one of seven successful applicants out of over 100 to receive a United States Department of Justice grant for projects under their Smart Policing Initiative (SPI) in October 2015. The goal of SPI was to identify the development of programs and strategies that are effective, efficient, and economical ways to reduce crime, ensure higher case closure rates, and increase agency efficiency and improve community collaboration and relations. Shoreline collaborated with the King County Sheriff's Office (KCSO) and potential research partners from George Mason University and the Police Foundation to develop a competitive application for RADAR. Further information on the RADAR pilot funded by the Department of Justice grant can be found here: [Approval of the Grant Agreement Between the United States Department of Justice and the City of Shoreline for the Risk Awareness, De-escalation, and Referral \(RADAR\) Program and Approval for the City Manager to Enter into Agreements to Implement the Program.](#)

When the program was first envisioned, the overall goal of RADAR was to enhance community and first responder safety through relationship-based policing, community care-taking, and procedural justice. The RADAR program was designed as follows:

1. Identify, assess, and establish cooperative relationships with individuals at risk of violence due to mental health issues, cognitive deficits, or substance abuse.
2. Engage in a cooperative alliance with these individuals and the “circle of support” (family members and friends).
3. Establish safety protocols, de-escalation techniques, and voluntary strategies to remove weapons prior to crisis events.

4. Share accurate and updated de-escalation information with first responders to ensure a safe and consistent response.
5. Evaluate the effectiveness of RADAR using a rigorous program evaluation process.

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) Navigator for at-risk individuals in the community. While all officers may make a referral to RADAR, between five to seven Shoreline deputies and one sergeant currently work in the RADAR program, co-responding with a MHP Navigator. Deputies self-select to work with RADAR based on their interest in supporting people with behavioral and mental health needs. Once selected, the deputies shadow an experienced RADAR co-responder team (a deputy and MHP Navigator) before going out into the field on calls. 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. More information on the RADAR program's history and successes can be found in the staff report from September 20, 2021, which can be found here: [Discussion of 2021-2023 City Council Goal 5, Action Step 5 Regarding RADAR, Alternatives to Police Services, and Other Possible Criminal Justice Reforms.](#)

### **Maximizing the North Sound RADAR Service Delivery Model**

In 2019, the cities of Bothell, Lake Forest Park, Kenmore, Kirkland, and Shoreline entered into an Interlocal Agreement for the North Sound RADAR Navigator Program. The purpose was to provide the member cities with an economical mechanism for the efficient administration and coordination of a RADAR program to be used in the event of a behavioral health crises. The goals were 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 Interlocal was for a 3-year period. Bothell agreed to serve as the lead agency, which included the responsibility to hire the Program Manager and serve as the Program Manager's employer along with providing finance and accounting services. The program was to be funded with a King County Mental Illness and Drug Dependency (MIDD) Grant, along with any other investment that the individual cities wanted to make independently of each other. As other granting sources became available, different cities, including Shoreline, became the fiduciary lead for individual grants.

While RADAR's goals have remained the same, the program has expanded to include the ability for co-response – meaning Police and MHP Navigators respond to an incident together – to persons in mental health crisis during a RADAR shift and for follow-up response by RADAR Deputies and MHPs for willing individuals. RADAR MHP Navigators currently spend roughly 25% of their time responding to in-progress calls

with Police across the five cities. This will likely increase as staffing improves and when Navigators can be deployed without an officer.

During the 2021 City Council Strategic Planning Workshop, Council expressed their interest in seeing the RADAR program fully staffed and operational as part of their interest in alternative police services models. Staff provided an update on the staffing challenges and opportunities, program model, and proposed expansion plan at Council's September 20, 2021, meeting (staff report found above). At that time the RADAR Navigator Program Manager shared that hiring was the primary barrier preventing the program from expanding. The stringent background check, parttime hours, and insurance requirements were not drawing qualified candidates. This was impacting the program model, which was primarily a referral model instead of a response model, meaning MHP Navigators would follow up with individuals in crisis after the event rather than during the moment of crisis. Staff have been working to address these barriers, which is addressed in the Discussion section of this staff report.

A longer-term goal of RADAR is to serve as both a co-responder and alternative responder program. When acting as an alternative responder, RADAR navigators would be directly dispatched by the 911 (or 988) dispatch service without a police officer. This would require the creation of a 'decision tree', new dispatch protocols, potentially different staff training, and the use of RADAR-specific vehicles.

### **Regional Crisis Triage Facility**

The Substance Abuse and Mental Health Services Administration (SAMHSA) has provided a best-practice toolkit for behavioral health crisis care. The toolkit explains the three essential elements that are needed to provide effective, modern and comprehensive crisis care to anyone, anywhere, anytime including 1) regional or statewide crisis call centers coordinating with one another in real time; 2) centrally deployed, 24/7 mobile crisis; and 3) crisis receiving and stabilization facilities. King County notably lacks a comprehensive walk-in crisis clinic or crisis center. Instead, Washington State offers several telephone crisis hotlines, which have recently been replaced by the national 988 crisis line. Even the 988 crisis line is not a substitute for a brick-and-mortar one-stop shop where, for example, first responders can take individuals, 24/7, who agree to speak with a professional about substance use treatment; where a high school junior having a terrible day can walk in after school and receive a nutritious snack as well as developmentally-appropriate counseling services; and where a new mother can seek the companionship and support of a group of peers who can offer her words of wisdom and comfort. Most crisis triage facilities are nonprofit, and many utilize trained volunteers as well as mental health professionals to provide 24/7 services, free of charge. These centers also connect callers to providers in their community that can support their needs. There are only 17 state-funded crisis triage beds in all of King County (located in Kent), and only ten of these beds have been available during the COVID-19 pandemic. While the Kent facility has a good history of working with those in need, it is far less than what is needed, especially if the number of MHP Navigators increases and makes more contacts with those who would benefit from a crisis triage facility.

City Managers from the RADAR partner cities drafted a letter requesting support from the State Legislature to fund such a clinic in North King County, based partially on the success of the RADAR Program to date. The RADAR partner cities of Bothell, Kenmore, Kirkland, Lake Forest Park, and Shoreline have continued to pursue efforts to increase their capacity to respond to individuals experiencing behavioral health crises. However, these programs can only go so far if there is not a location to take individuals in acute crisis to receive appropriate care.

## **DISCUSSION**

### **RADAR Expansion**

In alignment with the City's goals, the North Sound RADAR cities have been planning the expansion of the RADAR program to become a Regional Model Crisis Response Program. The goal is to have MHP Navigator's available to respond 24/7 to people in crisis across the five-city geographic region. This expansion would build off of the 2019 North Sound RADAR program and allow for the merger of the 2021 Kirkland Community Responder Program. This will provide for expanded crisis response coverage in the five jurisdictions and align the five-city coalition efforts to site a crisis stabilization facility in north King County. To facilitate the expansion, the five RADAR cities have developed a program model, budget and funding structure, and governance model through the creation of a new regional agency called the Community Mobile Crisis Response Agency (Agency). The new Agency would further the goals of all five partner cities and consolidate the region's crisis response programs under one entity, while also allowing for future expansion.

*Proposed Program Model:* Providing 24/7 crisis response requires having an adequate staffing and transportation plan to respond. The projected staffing level to provide the desired 24/7 coverage is projected at 13 individuals. This will provide for an Executive Director, an administrative support position, a non-field scheduled Lead, and ten (10) in-field Community Responders (Navigators). This level of staffing will provide scheduled coverage for an average of 16-hours per day/7 days per week. Non-scheduled coverage, primarily from 11 pm to 6 am will be covered through on-call/call-out practices.

The planning cities modeled multiple staffing scenarios and are recommending a budget that would support a hybrid model of response. Some MHP Navigators would be paired together and respond as a team of two in their own vehicle, which would allow them to potentially respond without first responders when it was deemed safe to do so. Some MHP Navigators would respond in their own vehicle and always meet a first responder at the call. Regardless of the configuration, the intent is for the MHP Navigators to take the lead on the call if determined safe to do so by the responding police officer. Overnight responses may still be done by one MHP Navigator who is either on-call or on-shift, depending on the need, and would meet a first responder at the call.

**Recommended Staffing Model**

	<b>Hybrid Model – Pairs and Single MHP Navigators</b>
<b>Total MHP Navigator FTEs</b>	10 FTE
<b>Co-Responding Team</b>	1-2 MHP Navigators, 1 or more First Responders (Police and/or Fire/EMT)
<b>Transportation Plan</b>	Use program vehicle
<b>Number of Teams During Peak Hours</b>	2 to 4
<b>Total Annual Program Cost (2023 dollars)</b>	\$2,456,606
<b>Annual Anticipated MIDD Support</b>	\$436,000
<b>Annual Other Grant Support</b>	\$152,400
<b>Annual Program Costs for Cities</b>	\$1,868,206
<b>One-Time Start Up Costs (vehicles, office set up, other equipment)</b>	\$405,055
<b>Proposed Annual Shoreline Financial Contribution (2023 dollars, assumes Kirkland larger share for 2023-2024)</b>	\$327,248
<b>Proposed One-Time Shoreline Contribution to Start Up Costs</b>	\$101,575
<b>Model Considerations</b>	Stretches resources further to serve more people; one MHP Navigator will need to respond with a First Responder for safety reasons; the “pair” team could respond without First responders in limited cases, making this a Co-Responder/Alternative Responder program

In addition to creating a program model that meets the community needs, the cities have worked to address the stringent background check, parttime hours, and insurance requirements that have been barriers to hiring until this point. The background check process has eliminated some of the previous requirements thanks to the Bothell Police Chief’s review of what is necessary for the position and what is needed for MHP Navigators to have uncontrolled access to workspace within the police departments and potentially riding from time to time with deputies. Positions funded by MIDD have transitioned to fulltime hours with City of Bothell benefits.

The cities have petitioned the Washington Cities Insurance Authority (WCIA), which is the liability insurance pool that all the participating cities have membership, to change their coverage restrictions to cover mobile crisis response programs. WCIA’s Liability Coverage Document defines the terms and conditions of coverage provided to the membership and currently medical malpractice and healthcare services as defined by or subject to RCW 7.70 are excluded from coverage with some limited exceptions. MHP’s are currently covered by WCIA for negligence. Any changes in coverage provided by WCIA must be first voted on and approved by the WCIA Full Board. Recognizing that this is an expanding role WCIA members are undertaking, WCIA is working with their

Counsel on language to expand the current coverage and provide additional protection for these behavioral health programs. They intend to bring language to amend the malpractice exclusion to the membership for approval at the October 21, 2022, Full Board Meeting, which would then be included in the 2023 coverage. WCIA believes this will close the coverage loophole that could have occurred if a plaintiff alleged malpractice. Without this change the individual insurance requirements would continue to be necessary, however, the cities are proposing that the program, not the individual staff, pay this cost to ensure this is not a barrier to qualified applicants and staff.

These changes have had a positive effect on recruitment, with an initial estimate that RADAR would hire one person for a fulltime position every 90 days. Currently there are two fulltime MHP Navigators and three people continuing as parttime contracted MHP Navigators funded by a Washington Association of Sheriff's and Police Chiefs (WASPC) grant. Staff anticipate there will be a third MHP Navigator hired by the end of the year. Based on the anticipated merger with the Kirkland program (see below), it is anticipated that there will be an Executive Director, Program Supervisor, and seven of ten responders (MHP Navigators) as of the Agency's anticipated start date of January 1, 2023.

*Merge with Kirkland Program:* The staffing plans above both rely on merging the current RADAR program and funding with the City of Kirkland's alternative responder program and funding, as well as additional funding from each of the participating cities. In 2021 the City of Kirkland created their own alternative response program. The goal of the program was to reduce the overreliance on police for behavior health related calls. The original vision was to have three first responder specialties respond together: police, fire/EMT and an MHP. Once on scene, at least one of the three specialties could back off, with the intent of the MHP taking the lead if safe to do so. Due to current dispatch limitations and concerns for MHP responder safety, the Kirkland program has not yet been able to direct dispatch MHPs as intended.

Kirkland has six funded positions as part of their program, and one of the positions is intended to become the Program Supervisor in the new Agency. There are currently three MHP positions filled in Kirkland with the intent to fill a fourth by the end of 2022. Merging the two programs will create a more robust program with significant funding from Kirkland for the 2023-2024 biennium. More information on how this merging impacts the services offered will be discussed in subsequent sections.

*Create regional agency:* Going forward, the cities are proposing creating a separate non-profit regional agency to oversee the program and have one city hire the staff and loan them to the regional agency and provide all the fiduciary responsibilities for the agency. Other services used by the cities use this type of model, including NORCOM, a consolidated 911 call-taking and dispatching communications center founded in 2007 by 20 public safety organizations in the northeast region of King County. The cities are recommending the City of Kirkland fill this role. As such, the employees of RADAR who are currently City of Bothell employees would transfer to the City of Kirkland and would

be subject to the City of Kirkland’s policies and bargaining agreements. The City of Kirkland would also charge an administrative fee for the services provided.

**Agency Interlocal Agreement**

In response to the interests of the five RADAR cities to enhance the existing co-response/alternative response programs, staff is recommending the creation of a non-profit regional agency called the Community Mobile Crisis Response Agency for the operation of the Regional Mobile Crisis Response Program. The member agencies (initially the five RADAR cities) would jointly control and oversee the Agency. The nonprofit Agency is legally separate from the member agencies and bears primary responsibility and liability for the program.

As such, the member agencies, through their representation and participation as the Executive Board, will set the annual budget, hire the executive director, make operational policy and procedure decisions, and oversee the day-to-day operations of the program. The cities have developed a preliminary recommendation on key elements within the future model that would captured in an Interlocal Agreement (ILA) (Attachment B), as well as draft Articles of Incorporation (Attachment C) for the organization.

**Interlocal Agreement Elements**

The cities are still drafting what will become the ILA for the Agency, however, have come to some preliminary recommendations to be shared with Council this evening. A full summary of the ILA can be found as Attachment D. Staff considered between 2-6 options for each of the items below, which can be found as Attachment E. Staff is requesting that Council provide feedback on these elements, which will be shared with the other cities in future planning meetings.

***Recommended Interlocal Agreement Elements***

<b>Element</b>	<b>Recommendation</b>	<b>Rational</b>
<b>Executive Board Composition</b>	All member (Principal) city managers/administrators	This structure works well with other ILA’s such as ARCH, NORCOM, EPSCA. It allows for key stakeholder input at the table when decisions are being made. A single alternate for each city would be allowed, determined by January of each year.
<b>Meeting Quorum</b>	Majority (51%) plus 1	
<b>Operational Board</b>	One multidisciplinary operations board composed of Police Chief (or designee) from each city plus Executive Board	Opportunity to engage other stakeholders to serve in an advisory capacity to the Executive Director; will



<b>Element</b>	<b>Recommendation</b>	<b>Rational</b>
	appointees to include a representative from at least one public safety dispatch agencies and at least one representative from a fire district, RFA or fire department	promote interagency collaboration and information sharing
<b>Community Advisory Groups</b>	Community Advisory Groups and Annual Principals Assembly	Those with lived experience may be uncomfortable serving on committee that has publicly noticed meetings; Annual Principals Assembly will engage a range of stakeholders, including elected officials
<b>Principals and Subscribers</b>	Cities only; city must be contiguous to another Principal to join	Risk is shifted to the Principals if there are subscribers; including subscribers allows to limit the number of agencies on the Executive Board
<b>Board Officers</b>	President, Vice President, Secretary, Treasurer	
<b>Frequency of Board Meetings</b>	Not less than six times per year.	Board will meet at least once per month during the first year or more
<b>Voting</b>	Board will strive to operate by consensus. Certain actions require a supermajority vote such as budget adoption, admission of a new principal, large acquisitions, appointment or removal of the Executive Director, adoption/amendment to bylaws and Articles of Incorporation.	Ensure no Principal can act on their own
<b>Indemnification</b>	Principals indemnify other Principals (member agencies); Principals and Agency indemnify each other.	
<b>Initial Term of ILA; Withdrawal from ILA; Termination of ILA</b>	6 year initial term and no withdrawal within that period	Given the importance of the program and the rate of evolution anticipated, it is necessary to stabilize

### **Articles of Incorporation**

The purpose of the Articles of Incorporation (Articles) is to incorporate the Agency as a nonprofit organization for purposes of Washington State law. The document, and much of its contents, is required under chapter 24.06 RCW and the Washington Secretary of State. References in the Articles to corporation mean the Community Mobile Crisis Response Agency (“Agency”) and to the Board of Directors means the Executive Board. As a nonprofit organization, a large portion of the Articles is dedicated to prohibiting members from benefitting financially from the organization, limiting the scope of the activities of the organization to those expressly provided for or related to, and limiting the liability of the members. For practical purposes, the Interlocal Agreement provides the framework and specific terms related to operations and governance of the Agency. A summary of the Articles can be found as Attachment F.

### **Agency Budget**

The proposed 2023-2024 budget for the Community Mobile Crisis Response Agency fully supports operations for a 13 FTE program with total biennial expenses at just over \$5M in 2023-2024 plus one-time start-up costs at just over \$400,000 in 2023. The budget assumes nearly \$1.1M in grant revenue in 2023-2024, leaving a balance of \$4.3M which would be covered by member agency contributions.

The cities are still working through the budget estimates for the new agency. To date the following table establishes the latest cost estimates for the 2023 fiscal year of January 1, 2023, through December 31, 2023.

### ***Draft City Budget Contributions***

<b>City</b>	<b>2023 On-going Costs (Kirkland Covers +3.5 FTEs)</b>	<b>April 1, 2022 Population</b>	<b>2023 On-going Costs Distributed Per Capita</b>	<b>2023 One- Time Costs</b>	<b>2023 On-Going (Kirkland Covers +3.5 FTEs &amp; One-Time</b>
Bothell	\$ 265,509	48,940	\$ 380,103	\$ 82,412	\$ 347,921
Kenmore	\$ 130,693	24,090	\$ 187,100	\$ 40,566	\$ 171,259
Kirkland	\$ 1,070,865	93,570	\$ 726,732	\$ 157,567	\$ 1,228,432
Lake Forest Park	\$ 73,891	13,620	\$ 105,783	\$ 22,935	\$ 96,826
Shoreline	\$ 327,248	60,320	\$ 468,488	\$ 101,575	\$ 428,823
Total	\$ 1,868,206	240,540	\$ 1,868,206	\$ 405,055	\$ 2,273,261

Kirkland has agreed to pick-up the larger share of costs for the first biennium (2023-2024) given that the Kirkland Community Responder program had a higher level of service than the initial plans by the other participating cities. Although this is the case, the cities all want to strive for the multiple scheduled shifts and 24/7 coverage and therefore have anticipated that for the next biennium (2025-2026) that the budgetary costs will be shared on a per capita basis. As Council can see from the previous table, using 2023 dollars, Shoreline’s per capita allocation is approximately 43% higher (\$468,488) than the 2023 costs with Kirkland picking up a larger share (\$327,248). Shoreline will off-set the anticipated program costs with the annual \$221,000 that had been budgeted for the School Resource Officer (SRO) position, which the Shoreline School District decided to terminate during the 2021-2022 school year.

### **Agency Formation Next Steps**

Each of the cities are providing updates to their city councils during September to gather initial feedback on the Regional Entity model, the draft ILA sections, and the funding with the goal of having a signed ILA in place for a targeted start date of January 1, 2023. Staff will be taking Council feedback to the planning group to shape the next draft of the ILA before bringing it back to each council in November or December 2022 for action.

### **Crisis Triage Facility Updates**

The work to stand up the RADAR program over the past few years has demonstrated that one of the greatest unmet needs in our community is a place for such individuals to receive support—beyond jails or hospital emergency departments, which lack the tools, expertise and resources to best provide such care. Over the past eighteen months, Shoreline has become part of a 5-city coalition that has researched best practices, engaged crisis service providers from across the nation, undertaken multiple site visits (both virtual and in-person) and, crucially, built a strong working partnership with the local Behavioral Health- Administrative Services Organization (BH-ASO), the King County Behavioral Health and Recovery Division (BHRD) within the County's Department of Community and Human Services. BHRD shared data on individuals in the zip codes of the 5-city coalition who have accessed behavioral health or crisis services. The data show that residents across the five cities do access mental health and/or substance use treatment as well as access crisis services across all levels of care, ranging from those that are least to most restrictive. The available data only scratches the surface of what is known about the need for behavioral health and crisis services in north King County. Overall, research both confirms the need for a crisis facility in our region and underscores the importance of finding the right provider partner who can leverage their expertise to design the right solution for our cities.

Additionally, the City participated in a roundtable discussion with Governor Jay Inslee on March 1, 2022, about the need for a crisis stabilization facility, and the work the our coalition is doing on this. The Governor is interested in raising awareness for projects like this, understanding the needs on the ground, and “plugging in” to the regional conversation. The Deputy Mayor and City Manager attended this roundtable on Shoreline's behalf, and the City intends to continue this conversation with the Governor's Office.

The coalition's work with BHRD has provided us with invaluable support has led the coalition to find a very promising partner in Connections Health Solutions (Connections), with which the 5-city team is fleshing out a collaborative working relationship. Indications are that they will be an ideal partner, and that North King residents will be well-served by their presence in our communities.

Connections is the founder of the 23-hour Observation model of crisis care and has driven the evolution of what is now known as the 'Arizona model' via their system-wide leadership. They currently operate the nation's largest crisis receiving centers in Phoenix and Tucson, Arizona, treating over 30,000 individuals in crisis annually.

Importantly, Connections cares deeply about its clinical outcomes, and they are successful in stabilizing 65-70% of individuals in crisis within twenty-four hours and connecting them to community-based care. Furthermore, Connections' crisis metrics have set the national standard for best practices in crisis system evaluation and performance measurement, which have been incorporated into crisis guidelines published by SAMHSA and the National Council for Behavioral Health.

In pursuit of funding for a crisis facility in north King County, Connections Health has successfully attained a Trueblood Phase 2 grant in the amount of \$4.2 million from the Washington State Department of Commerce. In addition, Connections Health is applying for the Department of Commerce's Adult Crisis Stabilization and Triage Facilities funding category which supports expanded capacity state-wide. In its grant applications, Connections Health is committing to opening a facility in north King County if it can secure funding. In support of Connections Health grant applications, the 5-city coalition has provided a letter indicating its interest in working with Connections to site a crisis stabilization facility in north King County. This letter is included as Attachment G.

Connections intends to build a 16-bed crisis stabilization unit (funded by the Trueblood grant) with 20 observation chairs and an associated outpatient clinic that provides both urgent and post-acute care services (to be funded by the second grant application), and a 16-bed Evaluation and Treatment unit, which currently does not have a capital funding source identified. The exact composition of the facility may be adjusted as they continue to learn about the needs in north King County.

Given current plans, even if Connections Health is successful in securing grant funding through both rounds, additional capital funding will be needed. The coalition intends to collaborate with Connections to make a direct capital budget appropriation request from the Governor and State Legislature during the next Legislative session for any remaining funds needed to site the facility in north King County. Currently, Connections is working with a real estate agent to identify potential locations in north King County for the clinic.

King County recently announced their intention to propose a funding mechanism to locate five similar facilities throughout the King County region. Four would be regionally distributed and one would be for youth. The 5-city coalition and King County have been in discussions to ensure that our mutual goals are met in meeting the needs of our community.

### **COUNCIL GOAL(S) ADDRESSED**

This work addresses Council Goal 5, Action Steps 3 and 4 from the Council's adopted [2022-2024 Council Goals and Work Plan](#):

***Goal 5: Promote and enhance the City's safe community and neighborhood programs and initiatives.***

- **Action Step 3:** *Maximize and expand the North Sound RADAR (Response Awareness, De-escalation and Referral) service delivery model.*
- **Action Step 4:** *Continue to expand the partnership between the North Sound City Coalition and the King County Behavioral Health Administrative Service Organization to advance the siting and operation of a crisis triage center for North King County residents who are experiencing a behavioral health crisis.*

### **RESOURCE/FINANCIAL IMPACT**

There is no financial impact based on tonight’s discussion. However, the City’s portion of the Regional Mobile Crisis Response Program (RADAR expansion) is expected to cost \$327,248 in 2023 and \$385,205 in 2024, with a one-time start-up cost of \$101,575. This budget request was discussed in the September 19, 2022 budget preview discussion with Council and will be included in the 2023-2024 biennial budget request this fall. Staff is recommending use of \$221,000 in annual cost savings from the Police Budget previously allocated for the School Resource Officer position to partially off-set the cost of the program. The Crisis Triage Facility is currently expected to be funded through a combination of state and county grants.

### **RECOMMENDATION**

No action is required at this time, as tonight’s item is for discussion purposes only. Staff recommends that Council ask staff questions on the work to expand RADAR to become the Regional Mobile Crisis Response Program including the proposed formation of a non-profit entity, in which the City will be a principal, and the draft interlocal agreement. Staff also recommends that Council provide feedback on the development and siting of a crisis triage facility in North King County.

### **ATTACHMENTS**

- Attachment A: 2022 Council Strategic Planning Workshop Memo – Goal 5, Action Step 5 Update
- Attachment B: Draft Interlocal Agreement
- Attachment C: Draft Articles of Incorporation
- Attachment D: Summary of Draft Community Mobile Crisis Response Agency Interlocal Agreement
- Attachment E: Interlocal Agreement Options Matrix
- Attachment F: Summary of Draft Community Mobile Crisis Response Agency Articles of Incorporation
- Attachment G: Letter of Support for Connections Health



## Memorandum

**DATE:** February 11, 2022

**TO:** Mayor and Councilmembers

**FROM:** Christina Arcidy, CMO Management Analyst  
Ryan Abbott, Interim Police Chief

**RE:** Goal 5, Action Step 5 Update

**CC:** Debbie Tarry, City Manager  
John Norris, Assistant City Manager

### **Background**

During the 2021 City Council Strategic Planning Workshop, Council discussed Police Services and gave staff direction on exploring alternative non-criminal police service delivery models and other opportunities for criminal justice reform. Council approved the following action step within their [2021-2023 City Council Goals and Work Plan](#) as part of the direction to staff:

***Goal 5, Action Step 5 – Support the effective and efficient delivery of public safety services by maximizing the North Sound RADAR (Response Awareness, De-escalation and Referral) service delivery model; explore opportunities using an alternative-responder model similar to CAHOOTS (Crisis Assistance Helping Out on the Streets) through the North Sound cities partnership; and collaborate with King County District Court and other criminal justice service partners to address the inequitable treatment of low-income misdemeanor defendants through options such as a warrant release program, a relicensing program, and other efforts to lower Court Failure to Appear rates***

Staff provided an update to Council at their September 20, 2021, meeting, and a link to the staff report may be found here: [Discussion of 2021-2023 City Council Goal 5, Action Step 5 Regarding RADAR, Alternatives to Police Services, and Other Possible Criminal Justice Reforms.](#)

Council has requested an update on this action step during the 2022 City Council Strategic Planning workshop. They have also asked staff to include information on the City's work to site a crisis triage facility as well as provide background on the King County Mobile Crisis Team.

In addition to this memo, Council may find it helpful to review [King County's Behavioral Health 2022 Legislative Priorities](#). It provides additional context to the gap in services regionally related to behavioral health services, which is touched on throughout this memo.

### **Maximizing the North Sound RADAR Service Delivery Model**

During the 2021 City Council Strategic Planning Workshop, Council expressed their interest in seeing the RADAR program fully staffed and operational as part of their interest in alternative police services models. The following is an update on the RADAR Program's current status and future plans.

**Staffing Challenges and Opportunities:** Staff previously shared that recruitment and retention of qualified mental health professionals (MHPs) was a significant challenge to maximizing RADAR. RADAR MPH Navigators must pass a more stringent criminal background check than typical mental health professionals due to their access to sensitive information in a police department setting. Additionally, the MHP Navigator positions have only been parttime (0.5 FTE) contractor positions with a requirement to have their own liability insurance. The lack of hours, employer paid benefits, and requirement to provide their own insurance have been major barriers to filling the positions. To address this, RADAR has been transitioning the funding to cover three 1.0 FTE's, hiring them as benefitted staff of one of the member cities (Bothell), and will not be requiring the MPH Navigators to provide their own additional liability insurance at this time, relying instead on the coverage provided by the Washington Cities Insurance Authority (WCIA) to extend WCIA's policy coverage for these positions. There will continue to be two 0.5 FTE contracted positions funded under the Washington Association of Sheriffs & Police Chiefs (WASPC) grant.

Bothell recently posted the positions and the first round of interviews occurred at the end of January. While these candidates already had this experience, future candidates being considered for the next round would be invited to ride-a-longs with Police Officers, which is additionally beneficial to MHPs who have not previously been embedded with law enforcement to ensure they are clear about the working conditions and clients served. One candidate proceeded to the background check stage of the selection process. The law enforcement background check is lengthy and expected to take several weeks to months, however this results in staff that law enforcement is more likely to trust and work from day one. Bothell will keep the RADAR Navigator position open and continue to accept candidates in case people drop out or are eliminated during the application process but also in hopes that additional funding may be secured to bring more staff on in the immediate future. In the meantime, there

are four part-time contractors in place serving as Navigators, and they will be phased out as fulltime employees are on-boarded.

Shoreline and other RADAR cities will have permanent office space for the fulltime Navigator staff, who will be available to respond across all five cities to crisis events. Shoreline has additional capacity for RADAR Navigators to be housed in the Police Department as the program expands. Looking forward, RADAR Navigators will have the capability to respond independently, especially for follow-up visits and when there are not safety concerns, of police. As such it is anticipated that RADAR Navigators will need access to vehicles. Vehicles have yet to be secured, and a request has been made to Shoreline and other RADAR cities regarding the opportunity to use ARPA or general funds to contribute toward a vehicle, which will be further discussed below. Shoreline has confirmed that vehicles in our administrative pool can be utilized by the RADAR Navigator in Shoreline until a dedicated vehicle is needed and/or acquired.

**Program Model:** RADAR is currently operating (Phase 1) on a limited basis with four part-time contractors as a co-responder model while hiring continues for a Phase 2 staffing model of 1.0 FTE Program Coordinator and 3.5 FTE Navigators. The co-responder model allows on-shift RADAR Navigators to respond to calls real time with Police. Teams also take referrals from Officers and respond with follow-up outreach when Navigators are on-shift. Once the three fulltime positions are filled, RADAR Navigators will target 10:00 a.m. – 6:00 p.m. or later, seven days a week, as their primary hours of co-response with Police. Eventually, 10:00 a.m. – 10:00 p.m. would be the goal, based on available staff time, program utilization, and call type data gathered by the RADAR Navigator Program Manager from other agencies and other similar programs in the region to support this model. That said, as the RADAR Program continues, adjustments can be made to best meet the needs of the member cities.

An increased capacity of Navigators could also expand the type of work the Navigators could do when they were not being called for active crises, which would still be their primary function. In Shoreline, this could mean that they support the Lake City Partners Street Outreach Worker as they make contacts with people who may or may not be in crisis or provide training for City staff or King County Sheriff's Office (KCSO) police officers. With vehicles, Navigators could go to areas where people are typically living homeless and work to build relationships with people experiencing homeless. This is more akin to an alternative responder model like CAHOOTS in Oregon. This is a longer-term goal staff is interested in exploring once the program is 100% operational.

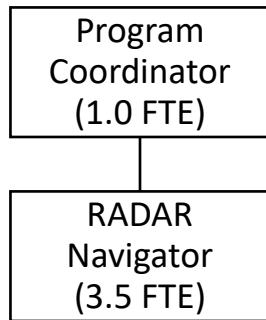
The expansion of RADAR would involve some one-time costs, primarily for the addition of two vehicles. The RADAR cities have been approached about funding at least one Navigator-specific vehicle as soon as possible, which will be necessary to move to a hybrid model that would allow Navigators to respond to some non-crisis calls without a co-responding RADAR Deputy.



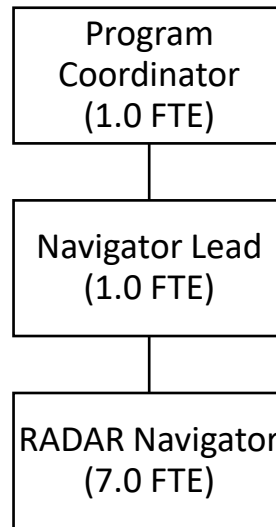
Shoreline has approved the immediate use of its City fleet for RADAR Navigators until such time as RADAR vehicles can be obtained. RADAR would need an increase in MHP staffing to a minimum of 1.0 FTE MHP Navigator Lead, 7.0 FTEs Navigators and two vehicles to provide complete coverage for 10:00 a.m. – 10:00 p.m., seven day a week coverage across the five member cities. RADAR is currently seeking funding for implementation of Phase 3 in 2023.

***RADAR Navigator Program – Staffing Models***

*Phase 2 – 2022 (Current) Staffing Model*



*Phase 3 – 2023 Staffing Model*



**Program Budget:** The five RADAR Program cities have expressed an interest in scaling the program to cover 10:00 a.m. to 10:00 p.m. seven days a week as soon as possible. The Program Coordinator believes they can expect to hire all seven Navigators plus the Navigator Lead by the end of 2023, given Human Resources support from Bothell and the number of qualified candidates. The cities discussed a cost sharing model for the RADAR Program based on population but could be updated in the future to be a combination of population and usage or just usage. The percentage would be applied to the net cost of the program after systemwide revenue was applied, such as the Department of Justice (DOJ) grant or King County’s Mental Illness and Drug Dependence (MIDD) funding.

***RADAR Program Per Capita Contribution (%)***

City	2021 Population	Per Capita Contribution (%)
Bothell	48,330	20.29%
Kenmore	24,050	10.10%
Kirkland	92,900	39.01%
Lake Forest Park	13,630	5.72%
Shoreline	59,260	24.88%

For 2022, the City plans to reallocate the previously authorized budget for the KCSO School Resource Officer (SRO), which was \$203,000, to cover Shoreline’s portion of the RADAR expansion and to contribute to some of the one-time costs of expansion. The Shoreline School District is no longer requesting a SRO. For the 2023-2024 biennial budget request, the City Manager plans to eliminate the SRO position and reallocate the funding to RADAR permanently. The City Manager also anticipates recommending some general fund resources to cover the remainder, which could come from jail savings or other sources. The City Manager’s request in the 2023-2024 budget process for the RADAR Program would be \$247,437 annually, with the budget savings from the vacated SRO position funding the majority of the program.

**RADAR Navigator Program – Annual Program Budget, Phase 1-Phase 3**

	Phase 1	Phase 2	Phase 3 Expansion Costs	Phase 3
EXPENSES	2021	2022	2023 <sup>1</sup>	2023 <sup>1</sup>
Personnel	\$411,060	\$730,567	\$10,000	\$1,274,967
Uniforms and Equipment	\$5,539	\$13,850	\$142,250 <sup>2</sup>	\$36,050
Information Technology	\$15,130	\$19,284	\$0	\$24,726
Training and education	\$8,000	\$16,000	\$0	\$24,000
Miscellaneous	\$2,000	\$5,000	\$0	\$6,500
Administrative costs (10%)	\$44,173	\$57,570	\$15,225	\$136,624
<b>EXPENSE TOTAL</b>	<b>\$485,902</b>	<b>\$863,171</b>	<b>\$167,475</b>	<b>\$1,502,867</b>
<b>REVENUE</b>				
MIDD	\$390,000	\$403,802	\$0	\$0
MIDD – Unsecured	\$0	\$0	\$0	\$436,000
WASPC	\$70,000	\$70,000	\$0	\$0
DOJ	\$0	\$38,800	\$0	\$72,401
Bothell Public Safety Levy <sup>3</sup>	\$0	\$140,000	\$0	\$0
<b>REVENUE TOTAL</b>	<b>\$460,000</b>	<b>\$646,602</b>	<b>\$0</b>	<b>\$508,401</b>
<b>NET PROGRAM COSTS (UNDER)/OVER BUDGET</b>	<b>(\$25,902)</b>	<b>(\$216,569)</b>	<b>(\$167,475)</b>	<b>(\$994,466)</b>
<b>SHORELINE CONTRIBUTION (24.88%)</b>	<b>\$0</b>	<b>\$41,670</b>	<b>\$171,014</b>	<b>\$247,437</b>

<sup>1</sup> Planned year of expansion. All numbers are in 2022 dollars, so future costs will likely increase in conjunction with inflation.

<sup>2</sup> This includes the purchase of two RADAR vehicles.

<sup>3</sup> Bothell has allocated \$140,000 of their public safety levy for RADAR program. This would be netted against their allocation for Phase 3 and Full Implementation costs

**Improving RADAR Links to Behavioral Health System:** Shoreline recently received a Department of Justice grant to both help expand RADAR and target a weak point in the current treatment system, which is the transition from law enforcement contact during a crisis to ongoing treatment services. The City, the [Center for Human Services](#), and RADAR received a Department of Justice's Bureau of Justice Assistance [Law Enforcement Behavior Health Responses grant](#) to provide additional co-responder capacity in the RADAR Program (0.5 FTE) and a fulltime Mental Health Professional Treatment Navigator at the Center for Human Services, as well as covering some of the time of co-responding officers to begin to bridge an existing gap in services for RADAR participants.

The partnership with the Center for Human Services to host a Mental Health Professional Treatment Navigator aims to help people in crisis connect with the behavioral health system when the person is not currently enrolled in Medicaid or does not have private insurance. The behavioral health system is not set up to take someone in immediately if there is no one to pay for treatment, so this grant fills the gap to pay for services received by someone in crisis to both help connect them with services and set them up with Medicaid or private insurance. The Mental Health Professional Treatment Navigator can conduct the initial intake to determine the best course of treatment and can also conduct other assessments, such as those typically done by a Chemical Dependency professional that meets licensure requirements under the WAC. Many of the pre-assessment services (such as signing up for Medicaid) are not reimbursable.

Often individuals who would be served by the Mental Health Professional Treatment Navigator had Medicaid at one time, but their coverage lapsed due to missing a required annual sign-up period or Medicaid being "turned off" due to an arrest. This often results in people no longer accessing medical care, no longer taking necessary medications, and no longer able to access the wider safety net available for those with behavioral health needs due to their conditions worsening. The hope is that the Mental Health Professional Treatment Navigator can help connect or reconnect individuals to critical services and help build relationships with individuals to prevent future disconnections with behavioral health services.

Due to current staff shortages within the behavioral health field, staff is currently working with the DOJ to increase the flexibility of the initially envisioned 1.0 FTE Mental Health Professional Treatment Navigator so that the duties can be spread out over multiple existing people at CHS instead. This would increase the Center for Human Services capacity for providing these services for people in crisis. Based on previous grants with DOJ, staff expects this proposal to be accepted.

**Need for Regional Crisis Triage Facility:** The RADAR partner cities of Bothell, Kenmore, Kirkland, Lake Forest Park, and Shoreline are continuing to pursue efforts to increase their capacity to respond to individuals experiencing behavioral health crises. However, these programs can only

go so far if there is not a location to take individuals in acute crisis to receive appropriate care. Today, the options for a responding MHP Navigator or Police Deputy for individuals in crisis are likely jail or a hospital emergency room. What is needed in north King County is a “crisis triage facility<sup>1</sup>.” The cities are using this term to describe a facility where the staffing and resources are available to provide the needed support to a person in a behavioral health crisis, whether due to mental illness or substance abuse disorder. A crisis triage center that would provide a more appropriate and effective place to bring individuals who need assistance.

Surprisingly, King County currently has very limited facilities like this. However, two such facilities received funding from the State Legislature last year pursuant to the settlement of the Trueblood case. The Trueblood case is a class action lawsuit that enforces a person’s constitutional right to timely competency evaluation and restoration services. Class members are all people waiting in jail for court-ordered competency evaluation and restoration services. The Trueblood-settlement facilities are slated to be located in south King County and the City of Seattle, though specific locations have not yet been determined.

The cities have met with King County staff are in the process of evaluating how a larger partnership with the County could move forward. King County government is the state-designated Behavioral Health Administrative Service Organization<sup>2</sup> (BHASO) for the jurisdiction of King County. The BHASO plays several roles, two of which are key to this issue: 1) they are responsible for providing crisis behavioral health services for the region, taking both money and mandates from the State; and 2) they are the entity through which state and federal behavioral funding passes, including reimbursement from Medicaid. In this role, they have also developed significant subject matter expertise, which the cities lack. For all these reasons, the County is a necessary partner in the potential siting of a crisis triage center. In order to move forward, the cities and County will need to develop a partnership and, together, figure out a number of factors, including:

- What behavioral health provider would be an appropriate, interested and capable partner in developing a facility. Providers need to be certified to do this work, and have the capacity to, for instance, bill Medicaid for services when appropriate. King County will have worked with this provider community and will bring significant knowledge to the table.
- What kind of program model and facility licensure type makes the most sense.
- Evaluate reimbursement models to understand whether and how external funding sources, such as Medicaid, can help support operations.
- Locate site and estimate/secure funds for acquisition, design and construction.

---

<sup>1</sup> There are several specific facility types with specific names that have distinct differences between them. At this stage, the cities lack the knowledge to identify a specific licensure type, thus is using a generic term.

<sup>2</sup> The state is divided into 30+ such districts, with a designated BHASO in each one. In some parts of the state, that entity is a private behavioral health service provider.

The timeline for moving forward is unclear, but the next opportunity for significant facility funding would be the 2023 State Legislature session. In order to be well-positioned for that opportunity, the cities and county will need to resolve a number of the foregoing questions. Finding a provider is likely to be a key next step. The coalition will be taking several “virtual open house” tours of other facilities within Washington State to identify best practices and lessons learned that can inform this work. Additionally, the City will be participating in a roundtable discussion with Governor Jay Inslee on March 1 about this topic, the needs assessment, and the work the cities are doing on this. The Governor is interested in raising awareness for projects like this, understanding the needs on the ground, and “plugging in” to the regional conversation. The Mayor and City Manager will be attending this roundtable on Shoreline’s behalf.

**King County Mobile Crisis Team:** The King County Mobile Crisis Team is operated by the Downtown Emergency Service Center (DESC), which provides emergency shelter and survival services for people living in a state of chronic homelessness due to their severe and persistent mental illnesses and substance use disorders. The Mobile Crisis Team is made up of 43 Mental Health Professionals and Substance Use Disorder Professionals. The Mobile Crisis Team only accepts eligible individuals in behavioral crisis who are referred by first responders in King County, including law enforcement, Fire Department/Medic One units, designated mental health professionals and hospital emergency departments’ social workers. Individuals aged 18 and above are referred because they are in behavioral health (mental health and/or substance use related) crisis. The service is voluntary, therefore the individual must agree to meet with the Mobile Crisis Team.

The Mobile Crisis Team responds in teams of two. Once the team receives a referral, they travel to the individual and attempt to provide services the client may need. This can include resources for shelter, meals, or medical services; connection with a mental health provider; donated clothing; and/or referrals and possibly transportation to the Crisis Solutions Center or another service provider, etc. The goal is to help resolve client crises by finding the least restrictive alternative. The team works closely with Designated Crisis Responders and other first responders to assess individuals for risk of harm to themselves or others. The Mobile Crisis Team can mobilize and respond to support individuals who are in crisis anywhere in King County.

*Mobile Crisis Team Use in Shoreline:* DESC tracks the use of the Mobile Crisis Team in Shoreline by referrals from Shoreline Police Department and Shoreline Fire. The chart below shows the number of calls made by Police and Fire to the Mobile Crisis Team per year over the last five years. About 20% of those calls were not responded to by the Mobile Crisis Team. According to DESC staff, this appears to be due to the Mobile Crisis Team being engaged in another case, the team providing a phone consult only, the referred individual was deemed to not to meet

eligibility, or the referral was withdrawn by Police or Fire. About 80% of the time, the Mobile Crisis Team attempted an outreach with an individual, and about 10% of the times they were unable to locate the individual. This means about 70% of the time the Mobile Crisis Team were able to assist Police or Fire with an individual in Shoreline.

**Mobile Crisis Team Requests in Shoreline (2017-2021)**

	2017	2018	2019	2020	2021	Total
Shoreline Police Department	34	24	17	28	38	141
Shoreline Fire Department	27	13	23	18	21	102
<b>Total</b>	<b>61</b>	<b>37</b>	<b>40</b>	<b>46</b>	<b>59</b>	<b>243</b>

One challenge experienced by Police is the long wait times for the Mobile Crisis Team to respond. The average wait time in the last five years was 64 minutes, and in 2021, this went up to 73 minutes. For Police attempting to respond to someone experiencing crisis, this is a long time to wait for additional assistance. The benefit of the RADAR program will be that a Navigator is on-duty and can respond within a goal time of ten minutes to any of the five cities. The RADAR Program expansion will allow Shoreline and the other member cities to respond faster to people experiencing a behavioral health crisis that the current Mobile Crisis Team and the cities will have control over the program model and Navigator schedule to adjust to meet the community need.

**Next Step Recommendation:** Staff recommends additional support for RADAR in 2022 to expand to the Phase 3 funding model as soon as possible. Assuming that all five cities continue to participate in the program, that the MIDD funding continues to be one of the revenue sources for the program, and that the participating cities agreed to share the remaining costs based on a population formula, staff estimate’s that Shoreline’s share would be \$41,670 in 2022, a total of \$171,014 for one-time expansion costs over 2022 and 2023, and \$247,437 annually starting in 2023.

The City could pay for Phase 3 implementation plus the one-time expansion costs) with cost savings due to the Shoreline School District no longer wanting a School Resource Officer. The cost savings in 2022 will be \$203,000.

Staff also recommends the City continue pursuing the siting of a crisis triage facility in Shoreline, though additional next steps and possible budget impacts are still unknown.

**Exploring an Alternative-Responder Model**

During the 2021 City Council Strategic Planning Workshop, Council gave direction for staff to pursue alternative-responder models with the intent of having civilian responders complete work historically performed by Police. During the September 20, 2021, update, Council gave

staff further direction to maintain the current level of service with Police response where there was not a safe, effective, and efficient alternative-responder.

**Crisis Responses:** Based on the Council’s interest in expanding the RADAR Program, staff is no longer pursuing other possible alternative-responder models for crisis responders outside of RADAR. Instead, staff is working on continuing to pursue additional MHPs and funding sources for RADAR’s expansion and identifying other places in the behavioral health crisis system that need addressing, such as the already mentioned need for a crisis triage facility.

**Non-Crisis Responses:** Staff presented several non-crisis calls for service types that may be eligible for an alternative service delivery method during the September 20, 2021, Council meeting. Council directed staff to focus future research on the top five non-crisis calls for service, which include welfare checks, trespassing (non-criminal), alarms, noise complaints, and mental health calls. Staff also further researched the Community Service Officer position, which was identified as a possible resource for responding to non-crisis calls.

*Top Five Non-Crisis Calls for Service:* The top five non-crisis calls for service were identified after reviewing three years of calls for service data in Shoreline from 2017-2019. The following graph shows what was presented to Council in September 2021 regarding these five call types. It includes the number and percentage of calls in 2019 and preliminary possible alternative responses, which were identified prior to further analysis. These calls represented between 20-25% of all calls for service to Police in 2019.

**Top Five Non-Crisis Calls for Service to Shoreline Police in 2019**

Call for Service Type	# (%) of Calls	Preliminary Possible Alternative(s)
<b>Welfare checks</b>	1,015 (6.45%)	Request Shoreline Fire to respond
<b>Trespassing, non-criminal (parks &amp; businesses)<sup>1</sup></b>	UNK (less than 1,000 per year)	No response
<b>Alarm</b>	1,020 (6.48%)	CECRT responds (1-2 hour delay after hours)
<b>Alarm – Commercial</b>	417 (2.65%)	
<b>Alarm – Residential</b>	603 (3.83%)	
<b>Noise complaint</b>	628 (3.99%)	CECRT responds (1-2 hour delay after hours)
<b>Mental health calls</b>	600 (3.81%)	Future expansion of RADAR or partnership with future crisis clinic

<sup>1</sup> Criminal and non-criminal trespassing are coded the same, therefore more analysis would need to be completed before knowing how many calls would be recommended for an alternative response.

Staff has since reviewed these calls in more depth to understand why someone makes this type of call for service, what a response to this call currently entails, who is authorized to make a response, and what other alternatives currently or could exist in the future for responding to such calls. This information is summarized in the sections below about each of the five types of calls for service.

Welfare Checks: A welfare check is most typically when police stop by a person's home to make sure they are okay. Requests for welfare checks are made by friends, family, and neighbors, typically after someone unexpectedly stops answering their phone, does not answer the door, or mail starts piling up. Welfare checks were once associated with the elderly but have recently been a critical tool for people who are at risk of taking their own life or people are otherwise concerned for someone's mental health and wellbeing. Welfare checks can also be made for people sleeping outside on a bench or street or someone acting erratically. Those calls typically come in from people who do not know the individual they have concerns about.

By their nature, welfare checks are dangerous calls for responding Police Deputies. There is always the possibility of weapons being a factor for a responder at these calls. For this reason, Fire will not respond to welfare checks without a co-response with Police. While both Police and Fire are authorized in certain circumstances to enter a home with force, Fire will not do so without Police for a welfare check. While some calls result in someone being found deceased or having fallen several days before and need medical care, Police have responded to other welfare checks where a person is waiting armed for someone to come to the home. Due to the safety concerns with welfare checks, it is not recommended that these calls are responded to by anyone other than Police or Police with Fire.

Trespassing: Private property owners or businesses call Police when someone is on their property and engaged in behavior that the property owner or business does not want, and Police will respond to potentially trespass that person from the property. While anyone can call to request a trespass on someone, Police will observe the individual's behavior(s) to decide whether to trespass the individual. Police must also have support from the business or private property owner to trespass the person. Police will not trespass an individual based on appearance, race, gender, or other non-behavior related characteristics that could originate from discrimination and instead of exhibited behavior.

A call for service to trespass someone is often made because the person is acting aggressively, and the reporting party feels unsafe. When Police arrive, the individual may try to engage a Deputy physically. Only commissioned Police Officers can authorize a trespass order, though they do not typically make an arrest on the initial trespass request. For a second offense, Police will make an arrest or issue a criminal citation. Due to the need for a commissioned Police Officer to enforce a trespass order, these calls cannot be responded to by anyone other than Police.



Alarms: Private residential and commercial alarms are almost always false. When Police receive these calls, they are considered Priority 3, which is the lowest priority call. As a result, it can take several hours for a Deputy to respond to an alarm call. Once on scene, a Deputy will walk the property and look for open or broken doors or windows or other signs that someone may have entered the home or business. If they believe there is a burglary in progress, they will call for assistance from other officers. Otherwise they will leave a flyer for the property owner or business informing them of the false alarm and that they may be fined for the false alarm by the City if more than one false alarm occurs within a six month time period according to [SMC 9.20.040](#). In other cities served by KCSO, false alarm calls decreased with false alarm fines. The City does not currently have staff to track and send fines to people or businesses with consecutive false alarms within a fining period. This would take additional staff resources to complete, either through a budget add or the reprioritization of other work.

In Burien, Police only respond to confirmed burglaries, meaning that someone must witness an in-progress burglary or find that their property has been burglarized for Police to send a response. This means the alarm company contacts a property key holder (typically the home or business owner) to confirm the alarm. The key holder would likely then need to go to the property to confirm the alarm. Burien's policy decision is based on available resources and the number of false alarm calls Police were responding to that was taking them away from other higher priority calls. While staff is not recommending that at this time, it may need to be revisited in the future due to Police vacancies.

The City's Code Enforcement/Customer Response Team (CECRT) was explored for a possible alternative-response for alarm calls. An afterhours response to an alarm from CECRT would be responded to one to two hours after the initial callout and result in a minimum three hour call out at one and a half rate of pay. This is approximately \$150-175 per alarm call out, which does not include employer paid benefits or taxes.

Staff is recommending that Police continue responding to alarm calls according to the current practice. This model uses existing resources to respond to this lower priority call. That said, an alarm that is manually activated or a panic type alarm is a Priority 1 call, a confirmed burglary in progress is also a Priority 1 call, and for businesses they have a silent hold up alarm, those are a Priority X call. These calls would continue to be responded to according to these higher priority levels. Staff is not recommending that the City stop responding to alarm calls at this time.

Noise Complaints: Noise complaints are usually based on noises coming from a party, the sounds of a moving vehicle, or music from a parked vehicle, but can also be noise from domestic disputes. Responding Deputies bring a sound level meter to measure the noise according to the procedures outlined in [SMC 9.05.030](#). If the Deputy finds that the noise is in

violation of the SMC, they may fine the responsible party \$100. While anyone can be trained on the use of the sound level meter, only Police can fine the responsible party when appropriate.

If the noise complaint is part of an on-going neighbor dispute, as has happened in the past, it may be appropriate to send a RADAR Navigator or the KCSO Community Service Officer (described in more detail below) as a follow up to the noise complaint. On-going issues between neighbors can benefit from mediation or resources to address other underlying issues, such as a reporting party's deteriorating mental health condition that may be contributing to the dispute. As the RADAR Navigator program is stood up, this can be part of the types of follow ups they can do with or without Police.

Mental Health Calls: Non-crisis mental health calls are those where there is no immediate threat of harm to someone but there may be a need for additional services. Often when people do not know who to call, they call 911. RADAR's focus will be on crisis mental health calls, but as people become known to them and are not a known threat, RADAR can start responding without Police when available. These responses may be to people who are elderly and expressing signs of a worsening mental health condition. It could be connecting a teen who is having a bad day to a future crisis triage facility where they can be connected to regular counseling services through their insurance provider. It can also be co-responding with Lake City Partners' Street Outreach Worker to assist with connections to the behavioral health system. The City will continue to pursue opportunities and connections for those with behavioral health needs to be served by and connected to the behavioral health system instead of only being responded to by Police.

*Community Service Officer Position:* Another opportunity to address non-crisis calls for service is with our existing or adding a second KCSO Community Service Officer (CSO) position. These non-commissioned officers do not carry a firearm but do wear a uniform. Their responsibilities include supporting deputies with law enforcement activities that do not require enforcement authority, coordinating community events, and increasing engagement with underrepresented groups. Examples of law enforcement activities they can perform include mediating and providing crisis intervention for family, landlord/tenant, and neighbor disputes; supporting cases of domestic violence, child/elder abuse and neglect, mental health issues, deaths; interviewing victims and witnesses of various crimes and providing referrals and information on social services, laws, and ordinances and arrange for emergency services; assist traffic control at accidents, hazards, fires, disasters, and public events; and handle, log and process crime scene evidence. The annual cost for an additional CSO would be \$154,644.

While adding a CSO is a viable option for Shoreline, the RADAR Navigator Program expansion may cover many of the desired alternative responses a CSO can accomplish. Additionally, Navigators will not wear a police uniform, will respond in a "civilian" responder vehicle, and will have the additional education and training of a Mental Health Professional that is needed for

effectively working with people in crises of all kinds, including neighbor disputes and domestic violence situations as appropriate. Other King County cities with more than one CSO are currently discussing possibly repurposing CSO funding and using it for Mental Health Professionals instead due to MHPs increased skillset, access to a professional network of other MHPs, and the ability of MHPs to provide affidavits to Designated Crisis Responders and the courts. According to Shoreline's Interim Police Chief, Shoreline may not have enough work for an additional 1.0 FTE based on their non-commissioned role limiting their work and lack of training as an MHP.

**Next Step Recommendation:** Staff is recommending that crisis and non-crisis Mental Health calls for service continue to be pursued by alternative-responders through RADAR. As RADAR expands, the Navigators could take on additional types of calls when they are not attending to crisis calls, which will be their primary responsibility. Staff is also recommending continued expansion of the RADAR Navigator Program over the addition of a second KCSO Community Service Officer due to the range of knowledge, skills, and abilities a Mental Health Professional will bring to the role.

Staff is not recommending that the other calls are responded to by anyone but Police at this time. It may be possible in the future to pilot a program to fine people or businesses that have excessive false alarms, as provided by the SMC, and this would need to be a collaboration between the KCSO and City based on available resources of both organizations.

Staff had previously recommended that North King County Mobile Integrated Health unit of Shoreline Fire present at a future Council meeting on their program model, future plans, and funding sustainability. This is tentatively scheduled for April 2022.

### **Address the Inequitable Treatment of Low-Income Misdemeanant Defendants and Lower the Failure to Appear (FTA) Rate**

The third element of this goal is addressing the inequitable treatment of low-income misdemeanor defendants. If someone who is low-income or unhoused is charged with a misdemeanor crime in Shoreline, they have a greater likelihood of not receiving a court summons, failing to appear to their court hearing, being arrested for failing to appear, being unable to bail out of jail (typically \$50 for a \$500 bail), and spending more time in jail pre-conviction than they would if they are convicted. There is more to be done to keep people out of jail, continue their ability to be and stay employed, and be free from the burden of criminal justice system related fines and fees.

**City Obligations:** Under Washington State law (RCW 39.34.180), cities are responsible for providing criminal justice services for misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions. This includes court, jail, prosecution, and public defense services. The County provides for felony, juvenile, family, civil, and small claims cases through District or Superior Court. Cities must carry out their criminal justice

responsibilities through their own courts, staff, and facilities, or by entering into contracts or interlocal agreements to provide these services. The City has provided these services through an interlocal agreement with King County District Court since incorporation.

Cities are obligated to pay for the costs of prosecution and incarceration of persons committing infractions and misdemeanors within the city. The Shoreline City Attorney administers a contract for prosecuting attorney services and staff. The City currently uses King County Jail, South Correctional Entity (SCORE) Jail, and Yakima County Corrections Jail for jail housing services.

The City is required to provide indigency screening and public defense services to individuals who are determined to be indigent or nearly indigent and unable to afford representation themselves. This representation must occur at all criminal hearings, motions, and trials. The City Manager's Office administers contracts for indigency screening services and public defense attorney services and staff.

**Establishing Baseline Data:** Staff has been working with our criminal justice contract partners with the intent improving outcomes for misdemeanor defendants who are low-income. Staff's initial focus has been to receive data from contract partners for analysis and the establishment of agreed upon baseline data. The hope is that by providing Council with baseline Shoreline criminal justice data with some analysis, Council may weigh in on identified potential solutions based on the analysis. From there, the City can work with partners to pilot programs or policy changes and analyze their impacts on low-income misdemeanor defendants. This can be done through the City implementing solutions it has control over, requesting contract partners to implement policy or program changes, negotiating regional agreements with partners for policy or program changes, or work with other cities to influence changes with contract partners.

Since the City contracts for criminal justice services, it does not have the access or control over the data staff needs for a robust policy analysis. Shoreline does not have data to tell the story of Shoreline's overall misdemeanor jail population, let alone any cross section of that population such as the indigent misdemeanor jail population. Without a clear understanding of who ends up in jail, why they end up in jail, what changes bring them to jail, what underlying conditions may be impacting them being in jail, etc., possible policy or program solutions are only guesses.

Shoreline has not previously asked our partners for the kind of data needed to conduct this analysis in the formats needed until now. A key finding is that the City's contract providers are not collecting many of the types of data about this population that would help us answer these questions and lead to possible solutions, do not have policies in place regarding sharing data with cities contracting for services, do not share data between partners (such as between King County District Court and SCORE Jail), and lack staff to complete timely and effective data reporting for contracting cities.

Shoreline currently has very limited staffing to lead or assist with enhancing the data collection, reporting, and analysis across the City’s criminal justice contract partners. This limitation will influence the speed at which the City can identify possible policy or program concepts for criminal justice reform within the City, in partnership with contract providers, and across the region. As such, staff does not yet have adequate data to do a comprehensive analysis with recommendations. Staff has done some analysis and what follows is some preliminary information for consideration and ideas for future analysis.

**Jail Population Trends:** Staff has begun working with South Correctional Entity (SCORE) Jail to analyze available data on Shoreline’s pre-sentenced in-custody misdemeanor defendant population. Staff is seeking to create a baseline on jail utilization data to understand what types of interventions and diversions might have the most effect on lowering jail bookings, lowering the length of jail stay, and lowering the need for acute medical and behavioral health services while in jail. Staff requested data for the last five years (2017-2021) of Shoreline SCORE bookings to conduct this analysis.

SCORE has not yet sent all the data City staff requested, which staff believe is due to SCORE Jail not having ever received such a comprehensive data request on their in-custody population. While the City receives daily booking sheets with information on each in-custody defendant, SCORE has not yet been willing to send this same data to the same City staff by year for analysis purposes. The following chart details the data that the City receives from SCORE (either daily or monthly) broken into received for analysis versus not received for analysis. The difference is receiving the data in a spreadsheet form for all five years versus received in PDF form on a daily booking sheet by defendant or on a monthly billing invoice, neither of which is conducive to analysis.

***Needed SCORE Data for Analysis***

SCORE Data Received for Analysis	SCORE Data Requested for Analysis
<ul style="list-style-type: none"> <li>• Age at Booking</li> <li>• Booking/intake date and release date</li> <li>• Booking number</li> <li>• City of Residence</li> <li>• Ethnicity</li> <li>• Length of stay</li> <li>• Name</li> <li>• Race</li> <li>• Sex</li> </ul>	<ul style="list-style-type: none"> <li>• Booking Charge(s)</li> <li>• Cause Number</li> <li>• Data of Birth</li> <li>• Home phone</li> <li>• Housing Types Used</li> <li>• Medical/Mental Health Needs</li> <li>• Released To</li> <li>• Release Type</li> <li>• SCORE Unique Identifier Number</li> <li>• Start and end dates of billing</li> <li>• Street Address</li> </ul>

Staff is continuing to work on this request for information and will update Council with more analysis as additional data is received. Despite initial challenges, staff have made some preliminary findings, using a mix of the daily booking sheets where available, the monthly billing invoices, and the data spreadsheet from SCORE, which are outlined in the following paragraphs.

*General Trends:* There were 1,930 defendants that accounted for 3,247 bookings from January 2017 – December 2021. Of these, 37.51% were booked only once and 25.19% were booked only twice on Shoreline charges. A future analysis could look at the types of charges, eligibility for a public defender, and other factors, such as race, housing, or type of medical insurance to determine what factors may lead to less frequent jail time and shorter jail stays for those who are low income. Staff needs access to additional data from SCORE to complete this analysis. Analysis could also be done across all SCORE Jail bookings (all member and contract cities) or other jails (King County Jail, Kent Maleng Regional Justice Center, Seattle Jail) to determine if some of the infrequent Shoreline bookings were booked frequently by other cities.

*Specialty Housing Trends:* SCORE started billing cities separately for three additional types of daily bed services used in 2020: mental health residential unit, medical clinic, and acute mental health unit. These services are billed to cities per defendant per day used in addition to the regular daily rate. These additional daily rates are not stacked on top of one another, rather are billed one at a time in addition to the regular daily rate. Defendants are clinically determined to need additional services over and above what is provided with the regular daily bed and are then transferred to one of these additional units for the appropriate care.

Staff used invoice data from 2020 and 2021 to analyze specialty housing trends at SCORE. Initial findings show that of the 607 total defendants housed in SCORE over these two years, 126 defendants (21%) spent at least one night in specialty housing. Specialty housing accounted for 25% of the total nights spent in jail. This was at a total cost to the City of \$211,907. While the medical clinic and acute mental health unit used about the same for both years, mental health residential use went up about 32%.

***City Costs for SCORE Specialty Housing***

SCORE Service	2020	2021	Total
Mental Health Residential	\$ 53,265	\$ 70,278	\$ 123,543
Medical Clinic	\$ 33,201	\$ 33,201	\$ 66,402
Acute Mental Health	\$ 11,120	\$ 10,842	\$ 21,962
		<b>Total</b>	<b>\$ 211,907</b>

Staff also looked at median use of stay for each of the three services. Defendants had a median stay of 12 days in the mental health residential unit, two (2) days in the medical clinic, and two (2) days in the acute mental health unit.

Additional analysis on this data would include what charges individuals were booked in on and how many were booked due to a warrant for an FTA. The data seems to indicate that additional behavioral health support is needed for the misdemeanor in-custody population. It would be helpful to know more about the services provided while in jail, what considerations are made for people who are released from jail having spent time in one or more of these specialty housings, and what type of recidivism rates they experience.

*High Jail Utilizer Trends:* Of the 1,930 defendants booked between 2017-2021, 36 (1.87%) of these defendants were booked eight (8) or more times over the five years studied and accounted for \$404,540 (11.23%) of the regular bed costs to the City. This did not include the costs for any specialty housing they may have also received. Staff are interested in further analysis about the specialty housing services they may have received in jail, in addition to the types of analysis already mentioned above.

While not all data regarding booking charges is currently available, it appears that over half of the high utilizers return to jail because of an FTA warrant. When there for the FTA, they spent anywhere from 1-76 days in jail, with the median days in jail being nine (9). This confirms that interventions to lower the FTA rate continue to be a priority to lower the number of jail bookings.

*Additional Data Opportunities:* While SCORE Jail does not currently share data with King County District Court (KCDC), there could be opportunities to provide certain types of data to KCDC to help ensure defendants are receiving timely court summons or even have them “opt in” to text message reminders from Court at the time of jail intake or release. KCDC currently does not use text message reminders to any court participants due to the perceived burden to defendants who are indigent for the cost of said text message.

SCORE Jail could additionally start collecting more data that would be helpful to the City to analyze, such as languages spoke, need for an interpreter, if they qualify for and have Medicaid or private insurance, if a person is homeless, if they have a suspended driver’s license, veteran status, and other data to assist with release planning and connection to out-of-custody supports.

There may also be an opportunity to create one data sharing system throughout the State to track the misdemeanor population across criminal justice system providers, so that information gathered by one entity (such as the jails) can be accessed by another (such as the courts) to better connect people to services that will ultimately lower recidivism rates and

increase access to basic services like housing, medical care, and behavioral health care, and possibly even other services like job training, alternative courts, and ESL classes. These concepts are without factual justification without the underlying data to support the need.

**At-Home Detention Program:** The City previously had a contract for at-home detention from a vendor that has since gone out of business. The City is currently in the final stages of preparing to use the Washington State contract, which will give us the option to use both at-home detention and alcohol monitoring equipment for people who have been deemed indigent. City staff has met with the City's in-custody/primary public defense firm to discuss the use of the State's contract and will be meeting with others impacted by this option in the coming weeks to ensure successful rollout and implementation. The prosecutor or a public defender will be able to request to a judge that at-home detention be used instead of jail time for a defendant. We expect parties will be able to start using this option within the next 90 days, if contracting proceeds as expected. The current State contract expires May 31, 2023, and the City expects to transition to the next State-approved contract when the current contract expires.

**Next Step Recommendation:** Staff recommends that the City continue to work with its criminal justice partners (King County Sheriff's Office, RADAR Program, King County District Court, and SCORE Jail) to collect and analyze criminal justice data for policy analysis by City staff. Staff also recommends that SCORE Jail present at a future Council meeting on the variety of programs offered to in-custody defendants, including mental health, recidivism reduction, and re-entry programs. Staff would provide an update on negotiations for in-custody defendant's data in the accompanying staff report. This is tentatively scheduled for April 2022.



COMMUNITY MOBILE CRISIS RESPONSE AGENCY  
INTERLOCAL AGREEMENT

TABLE OF CONTENTS

[TO BE UPDATED PRIOR TO FINALIZING DOCUMENT]

SECTION 1. CREATION OF COMMUNITY MOBILE CRISIS RESPONSE AGENCY .....2

SECTION 2. TERM OF AGREEMENT.....2

SECTION 3. DEFINITIONS. ....2

SECTION 4. AGENCY GOALS.....3

SECTION 5. AGENCY SERVICES.....5

SECTION 6. AGENCY POWERS.....5

SECTION 7. EXECUTIVE BOARD: COMPOSITION AND OPERATION.....8

SECTION 8. PUBLIC RECORDS .....9

SECTION 9. ADVISORY GROUPS; PRINCIPAL’S ASSEMBLY .....11

SECTION 10. EXECUTIVE DIRECTOR.....12

SECTION 11. PERSONNEL POLICY.....13

SECTION 12. BUDGET, PAYMENT OF BUDGET SHARES, DELINQUENCIES, RESERVE FUNDS.....14

SECTION 13. USE OF AGENCY FUNDS.....15

SECTION 14. ADDITION OF NEW PRINCIPALS .....15

SECTION 15. FISCAL AGENT, CONTRACT AND SUPPORT SERVICES. ....16

SECTION 16. RETAINED POWERS OF PRINCIPALS.....17

SECTION 17. INVENTORY AND PROPERTY.....17

SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.....18

SECTION 19. AMENDMENT OF AGREEMENT.....18

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY...19

SECTION 21. DISPUTE RESOLUTION.....20

SECTION 22. INSURANCE.....20

SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.....21

SECTION 24. INTERGOVERNMENTAL COOPERATION.....22

SECTION 25. NOTICE.....22

SECTION 26. VENUE.....22

SECTION 27. FILING.....23

SECTION 28. NO THIRD PARTY BENEFICIARIES.....23

SECTION 29. SEVERABILITY.....23

SECTION 30. RATIFICATION.....23

SECTION 31. COMPLIANCE WITH LAWS; NONDISCRIMINATION.....23

SECTION 32. ENTIRE AGREEMENT.....23

SECTION 33. TERMINATION OF 2019 AGREEMENT.....24

SECTION 34. EXECUTION, COUNTERPARTS, AND EFFECTIVE DATE.....24

EXHIBITS AND APPENDICES

Exhibit A                      2023-2024 Budget and Principal Budget Shares

COMMUNITY MOBILE CRISIS RESPONSE AGENCY  
INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this “Agreement”), is entered into by and among the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline (the “Formation Principals”) pursuant to the Interlocal Cooperation Act, chapter 39.34 of the Revised Code of Washington (“RCW”), for the purpose of establishing the “Community Mobile Crisis Response Agency” (the “Agency”) as a separate, independent governmental administrative agency, which shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW. This Agreement is dated as of the Effective Date (as defined in Section 34 below).

RECITALS

WHEREAS, the Formation Principals are committed to improving outcomes and services to community members experiencing crisis through a variety of programs and finding ways to reduce the potential of use of force by law enforcement; and

WHEREAS, the Formation Principals have been members of the North Sound RADAR Navigators, a grant-funded regional “co-response” pilot program (the “RADAR Program”) that pairs a contracted mental health professional with law enforcement to provide crisis de-escalation, reduce use of force, and improve outcomes for community members in behavior health crisis, through an interlocal agreement among the Formation Principals dated as of May 2019 (the “2019 Agreement”); and

WHEREAS the City of Kirkland created a Community Safety Initiative in 2021 to fund “community responders” to respond to calls involving underlying behavioral health, substance abuse or developmental disability components (the “Kirkland Community Responder Program”); and

WHEREAS, in early 2022, the Formation Principals determined to explore creation of a regional mobile crisis response entity, recognizing the potential benefits of merging the RADAR Program and the Kirkland Community Responder Program in order to achieve expanded crisis response coverage in all Formation Principal jurisdictions, elevate shared governance of these programs to city managers and/or elected officials within the Formation Principal jurisdictions, and align with regional efforts by the Formation Principals to site a crisis stabilization clinic in north King County, among other benefits; and

WHEREAS, the Formation Principals agree that public safety and emergency response services, including crisis response awareness, support and resource referral for community members with behavioral health issues, substance abuse, and/or developmental disabilities, will be enhanced by combining and expanding the RADAR Program and the Kirkland Community Responder Program into a separate regional nonprofit governmental entity to be jointly governed and funded by the Formation Principals; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, codified at 39.34 RCW, and the Washington Nonprofit Miscellaneous and Mutual Corporation Act, codified at chapter 24.06 RCW;

NOW, THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

**SECTION 1. CREATION OF COMMUNITY MOBILE CRISIS RESPONSE AGENCY.**

There is hereby created a regional mobile crisis response agency, hereinafter called the “Community Mobile Crisis Response Agency” (the “Agency”). The parties hereto each hereby assign to the Agency the responsibility for developing, owning, operating, and managing a regional mobile crisis response operation on behalf of the Principals as authorized by the Interlocal Cooperation Act as further described in this Agreement. The Agency shall be formed pursuant to the Interlocal Cooperation Act as a separate, independent governmental administrative agency and shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW.

**SECTION 2. TERM OF AGREEMENT.**

This Agreement shall have an initial term of approximately six years, from its Effective Date through December 31, 2028 (the “Initial Term”) and shall thereafter be of ongoing duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from the Agreement without just cause, provided that a Principal may upon action of the Executive Board be terminated from participation in the Agreement as provided in Section 12.

### SECTION 3. DEFINITIONS.

Words and terms used in this Agreement and not otherwise defined herein (including in the recitals which are hereby incorporated into this Agreement by this reference) shall be given their ordinary and usual meanings or their well-known technical industry meanings except that the following terms are defined for this Agreement as follows:

- a. Agency. The “Agency” is the Community Mobile Crisis Response Agency, the governmental agency formed under this Agreement and RCW 39.34.030(3)(b) that is organized as a nonprofit corporation under chapter 24.06 RCW as authorized by the Interlocal Cooperation Act for the purposes set forth herein.
- b. Agreement. The “Agreement” is this Interlocal Agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.
- c. Articles of Incorporation. The “Articles of Incorporation” refer to the articles filed with the Washington Secretary of State under chapter 24.06 RCW, as such may be amended from time to time.
- d. Budget Share. The “Budget Share” means the portion of the Agency budget for a given budget period (which may be annual or biennial, as the Executive Board may determine) payable by a Principal, as further described in Section 12.
- e. Bylaws. The “Bylaws” mean the bylaws adopted by the Executive Board to govern its operations, as such Bylaws may be amended from time to time.
- f. Chief Administrative Officer. The “Chief Administrative Officer” with respect to any Principal is the City Manager in a council-manager form of city government and is the City Administrator in a mayor-council form of government.
- g. Community Members in Crisis. “Community Members in Crisis” means those individuals with apparent behavioral health, substance use, medical, developmental disabilities or basic needs crises encountered by Field Staff in their work for the Agency.
- h. Effective Date. “Effective Date” has the meaning set forth in Section 34.
- i. Executive Director. The “Executive Director” is the chief operating officer for the Agency appointed by and serving at the pleasure of the Executive Board.
- j. Executive Board. The “Executive Board” is the body described in Section 7 and shall be the legislative body of the Agency.
- k. Field Staff. “Field Staff” mean employees of the Agency, sometimes referred to as “community responders” or “navigators,” whose primary job duties are to engage with Community Members in Crisis outside of the Agency offices.
- l. Formation Principals. The Formation Principals are the original parties to this Agreement, including the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline.
- m. Initial Term. “Initial Term” has the meaning set forth in Section 2.

- n. Interlocal Cooperation Act. The “Interlocal Cooperation Act” means chapter 39.34 RCW, as it may be amended from time to time.
- o. Member. A “Member” or “Executive Board Member” is the individual representing a Principal on the Executive Board, whether the Chief Administrative Officer of such Principal or such officer’s designated alternate.
- p. Open Public Meetings Act. The “Open Public Meetings Act” means chapter 42.30 RCW, as it may be amended from time to time.
- q. Operations Board. The “Operations Board” is the advisory body described herein.
- r. Partner Agencies. Partner Agencies are public, nonprofit, or private agencies, other than the Agency, providing services or direct assistance to Community Members in Crisis as a result of referrals made by Agency staff. Partner Agencies are not parties or third-party beneficiaries to this Agreement.
- s. Principal. A “Principal” is a general-purpose municipal corporation formed under the laws of the State which meets the requirements of Section 14, has accepted the terms of and is a party to this Agreement and has paid its share of initial costs as may be required by the Executive Board as a condition to becoming a Principal. Principals shall receive services offered by the Agency according to such terms and conditions as may be established by the Executive Board. The Formation Principals are Principals.
- t. Public Safety Operations Serving the Principals. The term “Public Safety Operations Serving the Principals” shall include police, fire, emergency medical, and public safety dispatch services provided to the Principals directly through contract as well as by city departments of Principals providing these services.
- u. Public Records Act. The “Public Records Act” means chapter 42.56 RCW, as it may be amended from time to time.
- v. Quorum. A “Quorum” of the Executive Board for purposes of doing business on any issue means at least 51% of the Members (or such Member’s alternates) in number plus one additional Member (or such Member’s alternate), excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board, shall constitute a quorum of the Executive Board for purposes of doing business on any issue. (By way of example, a quorum of the initial Executive Board comprised of five Members shall be four Members).
- w. Simple Majority Vote. A “Simple Majority Vote” of the Executive Board means at least 51% of the Members present constituting a quorum and voting, with each Member present and voting having one vote. (By way of example, if five Members of the Board are in attendance at a meeting and voting on an issue, a simple majority would be three affirmative votes. If four Members of the Board are in attendance at a meeting and voting on an issue, a simple majority of would be three affirmative votes).
- x. State. “State” means State of Washington.

y. Supermajority Vote. A “Supermajority Vote” means Executive Board approval of an item accomplished by securing affirmative votes of both: (1) not less than two-thirds (66%) of all Members of the Executive Board in number and (2) not less than sixty percent (60%) of the Weighted Vote of all Members of the Executive Board. (By way of example, so long as there are five Principals, then four Member in number must vote in the affirmative to satisfy the first prong of a Supermajority Vote).

z. Weighted Vote. A “Weighted Vote” means a vote in which each Member’s vote is counted according to the proportion its respective Principal’s Budget Share due and payable for the then current budget period bears to the total Budget Shares payable for the then current budget period by all Principals. A Weighted Vote may not be split.

aa. 2019 Agreement. The “2019 Agreement” is the Interlocal Agreement by and between the Formation Principals providing for joint funding of the RADAR program operated by the City of Bothell.

#### **SECTION 4. AGENCY GOALS**

The goals of the Agency shall be to:

a. Provide a consolidated and standardized mobile crisis response program operating throughout the jurisdictions served by the Principals.

b. Provide alternatives in appropriate instances to police as the primary response to community members by deploying mental health professionals or similarly certified staff as crisis responders.

c. Seek to expand Agency operations and funding to enable coverage 24 hours per day, 7 days per week.

d. Advocate for and support the formation of a regional crisis stabilization facility in North King County.

e. Support and advise public safety dispatch agencies over time as these agencies develop and adopt dispatch protocols for mobile crisis responders utilizing both the 911 and 988 systems.

f. Prioritize the safety of Field Staff.

g. Maintain a well informed and collaborative working relationship with members of the Public Safety Operations Serving the Principals.

h. Operate the Agency under a shared governance and funding model, maximizing the use of grant funding where practicable.

#### **SECTION 5: AGENCY SERVICES.**

a. The Agency has the responsibility and authority for providing, in the furtherance of improved public safety and emergency response, crisis de-escalation,



support, and resource referrals for Community Members in Crisis, through the deployment of licensed staff with training as mental health professionals and/or peer support specialists who will:

- i. Respond to in-progress calls routed directly to the Agency by public safety dispatch agencies, or that are initially routed by public safety dispatch agencies to the Public Safety Operations Serving the Principals.
- ii. Provide resource navigation, referral, and follow-up services for Community Members in Crisis as appropriate to address the current crisis and reduce risk of future crisis events.
- iii. Outreach and response to, and engagement of, Community Members in Crisis.
- iv. Provide education, training and information to the Principals' public safety departments through, among other strategies, creation of response plans for encountering known Community Members in Crisis.
- v. Establish and update from time-to-time standard protocols for communications to and from Agency Field Staff and Public Safety Operations Serving the Principals.

b. Stakeholder Engagement. The Agency will inform its service delivery practices and procedures through the engagement of Community Members in Crisis encountered by Field Staff or those with similar lived experience, an Operations Board, and Partner Agencies.

c. Information Sharing and Collaboration. The Agency will provide a forum for the sharing of information and resources for the purpose of developing expertise and data that can inform continuous learning on how to improve provision of mobile crisis de-escalation and referral services and better meet the needs of both Community Members in Crisis, Public Safety Operations Serving the Principals, and Partner Agencies.

d. Limitation on Authority. The Agency shall have no authority to set local policies or take enforcement action on behalf of any Principal.

e. Expansion of Scope of Services. The Agency may provide additional ancillary public services to the extent reasonably necessary for the development and implementation of best practices in delivery of mobile crisis response and de-escalation and referral, upon approval of a Supermajority Vote of the Executive Board. The Agency shall not operate any crisis stabilization facilities for the care of Community Members in Crisis or provide any ongoing clinical services.

f. An expansion of the scope of services is defined as items consistent with but not expressly enumerated in this Section 5.

## **SECTION 6. AGENCY POWERS.**

Through its Executive Board, the Agency shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030, as authorized, amended, or removed by the Executive Board, including but not limited to the following:

- a. Recommend action to the legislative bodies of the Principals.
- b. Review and approve budget expenditures for the Agency.
- c. Establish policies for expenditures of budget items for the Agency.
- d. Review and adopt a personnel policy for the Agency (if applicable).
- e. Review and approve operating and financial policies for the Agency.
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Agency.
- g. Conduct regular and special meetings as may be designated by the Executive Board consistent with the Open Public Meetings Act.
- h. Maintain, retain and manage records in accordance with the State Public Records Act, and other applicable state and federal laws and regulations, consistent with Section 8.
- i. Determine what services shall be offered and under what terms they shall be offered, consistent with Section 5.
- j. Retain an Executive Director.
- k. Create advisory boards and committees to review and make recommendations.
- l. Approve strategic plans.
- m. Approve the addition of new Principals to this Agreement and the terms of participation in the Agency and receipt of Agency services.
- n. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement.
- o. Direct and supervise the Executive Director.
- p. Make purchases or contract for services necessary to fully implement the purposes of this Agreement.
- q. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies.
- r. Receive all funds allocated to the Agency by Principals.
- s. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Agency.
- t. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets.
- u. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Agency's name.

- v. Make and alter bylaws for the administration and regulation of its affairs.
- w. Any and all other lawful acts necessary to further the Agency's goals and purposes.

**SECTION 7. EXECUTIVE BOARD: COMPOSITION AND OPERATION.**

a. Composition. The Agency shall be governed by an Executive Board composed of one representative from each Principal, which representative shall be the Chief Administrative Officer of each such Principal or their alternate as provided in Section 7.d. Such representatives are referred to as a Member or Members of the Executive Board.

b. Conditions for Serving on Executive Board. All Members and their alternates shall serve without compensation from the Agency. Members may serve only for such time as they are the duly appointed, acting or elected Chief Administrative Officer of their respective Principal city.

c. Powers. The Executive Board shall have final decision-making authority upon all Agency policy issues and shall exercise the powers described in Section 6. The Executive Board may delegate responsibility for execution of Executive Board policies and directives and for day-to-day operational decision-making to the Executive Director, including the hiring and supervision of additional staff positions authorized by the Executive Board (subject to the terms of Section 10).

d. Alternates. Each Member of the Executive Board may designate one alternate to serve on the Executive Board when such Member is absent or unable to serve. All alternates must be designated in writing and must have been previously provided to the Executive Board. All alternates must have management and/or director responsibilities within such individual's respective agency. Either the primary Member or such Member's alternate may attend meetings of the Executive Board; provided, however, if both representatives are in attendance at a meeting of the Executive Board, only the primary Member of the Executive Board shall be included for purposes of establishing a quorum and voting on matters before the Executive Board. If an alternate is serving in a meeting on behalf of a Member, such alternate shall have all of the rights and authority of the primary Member of the Executive Board under this Agreement, including but not limited to establishing a quorum and voting on matters before the Executive Board. When a Member of the Executive Board is represented by a designated alternate, the Member is considered to have an excused absence from the meeting.

e. Quorum. 51% of the Members (or their alternates) in number plus one Member (or their alternate), excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board, shall constitute a quorum of the Executive Board for purposes of doing business on any issue.

(By way of example, a quorum of the Executive Board shall initially be four of the five Executive Board Members).

f. Voting. The Board shall strive to operate by consensus. All Executive Board decisions on items not listed in Section 7.g or as otherwise specified by Section 19 require a Simple Majority Vote for approval. A Member may not split its vote on an issue. No voting by proxies shall be allowed. Voting by a designated alternate shall not be considered voting by proxy.

- i. A Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Executive Board shall be authorized to cast votes at the Executive Board only on those matters defined in Section 18.
- ii. The distribution of Weighted Votes on the Executive Board shall be adjusted annually as of the first day of each budget period based on the Budget Share.

g. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Executive Board shall be required in order to approve the following items or actions:

- i. Approval of or amendment to the Agency budget, including other service charges.
- ii. A decision to acquire assets, equipment, real or personal property valued at over 20% of the then current budget for the budget period.
- iii. Admission of a new Principal.
- iv. Appointing or removing the Executive Director.
- v. Amending this Agreement (except for those amendments requiring unanimous consent of Principals under Section 19 of this Agreement).
- vi. Adoption or amendment of the Agency Bylaws, or amendment of the Agency Articles of Incorporation subject to other applicable requirements of chapter 24.06 RCW.
- vii. Other actions requiring a two-thirds majority vote under chapter 24.06 RCW, including termination, dissolution, merger, consolidation or sale of all or substantially all assets of the Agency.

h. Officers. The Executive Board shall have four officers: a President, Vice-President, Secretary and Treasurer. It will be the function of the President to preside at the meetings of the Executive Board. The Vice-President shall assume this role in absence of the President. At the first meeting of the Executive Board following the Effective Date of this Agreement, the Executive Board officers shall be elected, and shall serve in this capacity through May 31, 2024, whereupon new officers shall be elected by the Executive Board. Annually thereafter, the Executive Board shall elect a new President and Vice President for one-year terms commencing each June 1. In the event of a vacancy in the President position, the Vice-President shall assume the role of

President for the balance of the term of the departed President. In the event of a vacancy in the Vice-President position, the Executive Board shall elect a new Vice-President to serve to the balance of the term of the departed Vice-President. An officer elected to fill the unexpired term of their predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1). The Board shall appoint persons to serve as Secretary and Treasurer of the Agency, with such duties as may be described in the Agency Bylaws, provided that such persons shall not be Members of the Executive Board.

i. Staffing. The Executive Director shall assign Agency staff to support the Executive Board as the Executive Director deems appropriate.

j. Meetings. The Executive Board shall meet as often as it deems necessary and not less than six times each calendar year. The Executive Board shall, at least annually, adopt a regular meeting schedule for the upcoming calendar year, which states the time, date, and location for regular meetings of the Executive Board. Special meetings may be called by the President or a majority of the Members of the Executive Board as permitted in the Open Public Meetings Act. In an emergency, the Executive Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Executive Board Members. Members (or alternates) may participate in meetings by telephone conference, video conference or other comparable means, as permitted by the Open Public Meetings Act. Regular and special meetings, including any executive sessions, must be properly noticed and held as required under the Open Public Meetings Act.

Unless otherwise approved by vote of the Executive Board, upon the request of any Member of the Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Executive Board.

## **SECTION 8. PUBLIC RECORDS.**

The Executive Director, or designee, shall keep records related to the Agency as required by law and in accordance with the policies, procedures and retention schedules as may be established by the Executive Board. Each Principal shall keep records related to the Agency as required by law and in accordance with such the policies, procedures and retention schedules as may be established by the Principal, and each Principal shall be responsible for responding to public disclosure requests addressed to it in accordance with the State Public Records Act and such procedures as may be established by the Party. The Executive Director, or designee, shall be responsible for responding to public

disclosure requests addressed to the Agency in accordance with the State Public Records Act, and such procedures as may be established by the Executive Board.

## **SECTION 9. ADVISORY GROUPS; PRINCIPAL'S ASSEMBLY.**

a. Operations Board. An Operations Board is hereby created to serve in an advisory capacity to the Executive Director and Executive Board. The Operations Board shall be composed of:

- i. The Police Chief or their designee from each Principal.
- ii. Not less than one representative from a public safety dispatch agency providing service to at least one Principal.
- iii. Not less than one representative from a fire district, regional fire authority or fire department providing service to at least one Principal.
- iv. Not less than two representatives from Partner Agencies.
- v. Any additional representatives as determined by the Executive Board.

Operations Board Members, other than those identified in Section 9.a.i above, shall be nominated by a Member of the Executive Board and must be confirmed by a simple majority of the Executive Board.

The Operations Board shall endeavor to promote interagency collaboration, cooperation and information sharing between the Public Safety Operations Serving the Principals, the Agency and its staff, and Partner Agencies. Specifically, the Operations Board shall provide advisory support to the Executive Director and the Executive Board in the review and development of proposed Agency operating policies and procedures, proposed program and service options, proposed training and outreach regarding Agency operations and procedures, information sharing, and such other matters as the Executive Board may direct. The Operations Board may, in its discretion, and with consent of the Executive Board President, make presentations to the Executive Board at Board meetings. The Executive Director shall regularly report to the Executive Board on the information and advice offered by the Operations Board. The Executive Board shall consider input from the Operations Board in its deliberations.

b. Community Advisory Groups. The Executive Director shall establish and appoint members to one or more Community Advisory Groups comprised of individuals with experience as Community Members in Crisis, or other individuals with lived experience similar to that of Community Members in Crisis. In respect for the privacy of these individuals, the Community Advisory Group(s) shall not be considered standing committee(s) of the Agency. The Community Advisory Group(s) shall provide information and advice to the Executive Director on the policies and procedures of the Agency in its work with Community Members in Crisis. The Executive Director shall

meet with the Community Advisory Group(s) approximately monthly, and in any event not less than 10 times per year. A Community Advisory Group may, in its discretion, and with consent of the Executive Board President, make presentations to the Operations Board and Executive Board at regularly scheduled Board meetings. The Executive Director shall regularly report to the Executive Board and Operations Board on the information and advice offered by the Community Advisory Group(s). The Executive Board and Operations Board shall consider such input from the Community Advisory Group(s) in their deliberations.

c. Principals Assembly. The Agency may, at least annually, hold a Principals Assembly. If such Principals Assembly is convened, the legislative body of each Principal shall appoint one of its members to represent the legislative body at the Principals Assembly. The Principals Assembly shall be convened by the Executive Board for one meeting as a joint meeting with the Executive Board, at which the Executive Director shall present an annual report: (1) reviewing the activities of Agency for the previous calendar year; (2) presenting the work program and significant events for the upcoming calendar year; (3) presenting a financial management report for Agency, including in the year prior to the end of the current budget period, the proposed budget for the following budget period; and (4) reporting on workload and performance benchmarks of Agency. Also at the Principals Assembly, a representative from the Operations Board may present a report on its work in the prior calendar year, and priorities for the forthcoming year. At the Principals Assembly, the appointed legislative representatives may vote to recommend changes to the Agency's proposed budget policy, work program and performance measures program, and may provide additional comments and questions to the Executive Board and Executive Director. Voting by legislative representatives shall be on one-vote per Principal basis with a simple majority vote of Principals represented at the meeting required to approve any recommendation to be forwarded to the Executive Board. The agenda for the Principals Assembly shall be reported to the Executive Board no later than two weeks before such meeting by written report prepared by or at the direction of the Executive Director. The actions and recommendations of the Principals Assembly shall be advisory to the Executive Board.

## **SECTION 10. EXECUTIVE DIRECTOR.**

a. Executive Director. The Executive Board shall be responsible for the appointment and termination of an Executive Director. The Executive Director shall have experience in the delivery of mental health services for persons with apparent behavioral health issues, substance abuse and/or developmental disabilities, as well as administrative experience and such individual's appointment shall be on the basis of merit only. The Executive Director is an "at will" position and may be terminated from such position as Executive Director upon the Supermajority Vote of the Executive Board,

with or without cause. The Executive Board shall consult with the Operations Board in the evaluation and selection of the Executive Director.

b. Duties of Executive Director. The Executive Director shall:

- i. Be responsible and report to the Executive Board and advise it from time to time on budget and other appropriate matters in order to fully implement the purposes of this Agreement.
- ii. Develop and submit to the Executive Board a proposed budget.
- iii. Consult with the Operations Board regarding Agency operations, programs and services. It is the intent of the parties that the Executive Director will seek the active participation and advice of the Operations Board in Agency operations.
- iv. Consult with staff from Public Safety Operations Serving the Principals and human services, mental health and behavioral health service providers on a regular basis to develop and improve the safety and efficacy of Field Staff activities.
- v. Administer the Agency in its day-to-day operations consistent with the policies adopted by the Executive Board.
- vi. Appoint persons to fill other staff positions, subject to confirmation by the Executive Board as the Board may require.

The Executive Director shall actively and continuously consider and evaluate all means and opportunities to enhance Agency services and programs. The Executive Director shall also gather and maintain data relevant to Agency services and best practices with respect to mobile crisis response for persons with behavioral health issues, substance abuse and/or developmental disabilities. The Executive Director shall present recommendations to the Operations Board and Executive Board from time to time. The Executive Director shall, at least quarterly, submit budget and operation performance reports to the Executive Board in a form acceptable to the Executive Board. The Executive Board shall provide direction to Executive Director as to which operational policies must be approved by the Executive Board and which may be implemented administratively.

## **SECTION 11. PERSONNEL POLICY.**

The Executive Director may, as such individual deems necessary from time to time, submit to the Executive Board a proposed Agency personnel policy for the Executive Board's approval, rejection or modification. All modifications or revisions to personnel policies must have the final approval of the Executive Board. No personnel policies shall be required unless the Agency hires staff directly; any personnel policies applicable to loaned staff shall be consistent with the policies of the staff's principal employer.



**SECTION 12. BUDGET, PAYMENT OF BUDGET SHARES, DELINQUENCIES, RESERVE FUNDS.**

a. Budget Fiscal Year. Agency budget fiscal year shall be either the calendar year, or two calendar years as the Executive Board may determine. The “budget period” corresponds to the fiscal year or years so determined by the Board. The initial budget period will be the period from the date the Agency is legally established through the end of calendar year 2024.

b. Budget Approval. The Executive Director shall develop the proposed operating budget for the next budget period in consultation with the Operations Board. The Executive Director shall present a proposed budget to the Executive Board by no later than June 30 prior to the commencement of the budget period, together with any Operations Board’s recommendations with respect to the proposed budget. The Executive Board shall review and revise the budget as it deems appropriate; conduct a public hearing on the draft budget; approve a draft budget and forward same to Principals, all no later than August 31. The budget shall be adopted by Supermajority Vote of the Executive Board effective no later than December 15 prior to commencement of the budget period, following confirmation of the approval by the legislative authorities of Principals of each respective shares of the budget, as evidenced by resolution or other appropriate method received by Agency no later than December 1 preceding the commencement of the budget period. Failure of a Principal to approve its share of the budget before the commencement of the budget period shall result in the Agency no longer responding to Community Members in Crisis within the jurisdictional boundaries of the Principal, effective as of the first day of the budget period for which the budget was not approved.

c. Budget Modifications. Modifications to the budget must be approved by a Supermajority Vote of the Executive Board as necessary from time to time after each Principal has approved its own budget in order to conform the Agency budget to the budgets adopted by the Principals and account for other operating changes.

d. Cost Allocation and Budget Share. The Agency budget for Agency costs shall, in the 2023-2024 budget period, be allocated as shown on Exhibit A. Thereafter, Agency costs, net of revenues from grants or other sources, shall be allocated between Principals in each budget period (as determined by the Executive Board) on a per capita basis, based on the April 1 Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington published by the Washington State Office of Financial Management Population Estimate (or equivalent population database) in the year prior to the commencement of the budget period. Each Principals’ cost allocation for a budget period is also referred to as the Principal’s Budget Share.

e. Payment of Agency Charges. 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.

f. Delinquencies. Payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law and approved by the Executive Board, until paid. If a payment is more than three months delinquent, the delinquent Principal shall not be entitled to vote on any Executive Board matter until all delinquent payments together with accrued interest have been paid. A Principal who is six months delinquent in payment shall not have access to Agency services until all payments including accrued interest have been made. A Principal who is one year delinquent is deemed to have withdrawn as a Principal and to have withdrawn from the Agreement. A delinquent Principal (whose has not yet been determined to have withdrawn from this Agreement) in attendance at a meeting shall be included for purposes of establishing a quorum. Withdrawal does not extinguish the obligation to pay Agency for its Budget Share(s) during the time it was a party to this Agreement, together with interest.

g. Reserve Funds. The Executive Board may establish and fund reserve funds to support operations of the Agency, at levels the Executive Board determines to be appropriate.

### **SECTION 13. USE OF AGENCY FUNDS.**

a. Use Guidelines. Consistent with any use imposed on particular funds by statute, ordinance, contract, this Agreement or any bylaws adopted by Agency, Agency may use any available funds for any purpose authorized by this Agreement in connection with an authorized expenditure.

b. Eligibility for King County Mental Illness and Drug Dependency (MIDD) Funds. The Principals place a high priority on securing grants of MIDD funds to significantly offset funds Principals would otherwise need to contribute to pay for operation and management of the Agency. The Executive Board and Executive Director shall take all steps reasonably necessary to ensure the Agency remains eligible for receipt of MIDD grant funds.

### **SECTION 14. ADDITION OF NEW PRINCIPALS**

a. Additional Principals. A governmental entity formed as a city and meeting the qualifications of a Principal in Section 3.m and this Section may be admitted as an Agency Principal upon Supermajority Vote of the Executive Board as required under Section 7.g. In addition to meeting the conditions of Section 3.m, a city seeking to become a Principal must:

- i. Have a coterminous jurisdictional boundary with at least one then-current Principal;
- ii. Accept the terms of this Agreement and any Agency Bylaws; and
- iii. Not have held Principal status with the Agency within the five years immediately preceding the date of application to become a Principal.

b. Other Conditions for Additional Principals. As a condition of becoming a Principal, the Executive Board may require payment or other contributions or actions by the new Principal as the Executive Board may deem appropriate and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause pre-existing Principals to incur additional cost.

c. Addition of Non-City Principals. A non-city governmental entity meeting the requirements of Section 14.a. may be admitted as an Agency Principal on the terms and conditions acceptable to the parties and their respective legislative authorities.

## **SECTION 15. FISCAL AGENT, CONTRACT AND SUPPORT SERVICES.**

a. Agency Staffing. Initial staffing and operations (including Fiscal Agent duties) are expected to be transferred to the Agency from the RADAR Program and the applicable Member jurisdictions from and after the Effective Date of this 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. The Executive Board may, from time to time, contract with one or more other Principals or agencies for loaned staff and/or contract and support services as provided herein. All such contracts shall be approved by simple Majority Vote of the Executive Board.

b. Fiscal Agent. Unless otherwise determined by the Executive Board, the Agency shall have a lead administering agency, designated by the Executive Board, to carry out administrative functions and act as the Fiscal Agent for the Agency. The Fiscal Agent may be the Agency itself or may be a Principal or other agency pursuant to an agreement between the Agency and the Fiscal Agent. All such Fiscal Agent agreements shall be approved by Simple Majority Vote of the Executive Board, and shall provide for

the full compensation for such services. The Fiscal Agent, if any, will have all power and authority necessary or appropriate to deposit, manage, invest and expend Agency funds in furtherance of the purposes of this Agreement. Subject to such additional requirements as may be set forth by the Executive Board, the Fiscal Agent for Agency shall as necessary contract with appropriate local governments or other third parties for staff, supplies and services. The Fiscal Agent may cease serving as the Fiscal Agent upon six months written notice to the Executive Board.

From and after the Effective Date of this Agreement, the parties agree that the initial Fiscal Agent shall be the City of Kirkland. The terms for the Fiscal Agent shall be provided by separate agreement between the Agency and the City of Kirkland. Such agreement shall be approved by Simple Majority Vote of the Executive Board and may include terms relating to providing financial, information technology, records management, legal, office space, fleet vehicles and vehicle maintenance, uniforms, radios, and other services, facilities and materials to Agency. The Executive Board may, from time to time, contract with one or more other Principals or agencies for successor Fiscal Agents and support services as provided herein. All such contracts shall be approved by simple Majority Vote of the Executive Board.

c. General Contract and Support Services. The Executive Board or the Executive Director with advice of the Executive Board shall as necessary contract with appropriate local governments or other third parties for the use of space for its operations, and for staff and auxiliary services including, but not limited to, records, payroll, accounting, legal, purchasing, information technology, and data processing.

## **SECTION 16. RETAINED POWERS OF PRINCIPALS.**

Each Principal shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to communicate with Agency staff operations. Interconnecting equipment and services will not be included in Agency's budget and operational program, except as the Executive Board may determine.

## **SECTION 17. INVENTORY AND PROPERTY.**

a. Ownership of Property. Real and personal property purchased or otherwise acquired pursuant to or in connection with this Agreement shall be owned in the name of the Agency. The Agency may dispose of and otherwise convey its property as provided by law and policies of the Agency.

b. Equipment and Furnishings. Equipment and furnishings for Agency's operation shall be acquired as provided by law. If any Principal provides equipment or

furnishings for Agency's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by Agency.

c. Annual Inventory. The Executive Director shall maintain and annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to Agency, and the values thereof.

d. Return of Loaned Property. In the event of dissolution or termination of Agency, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

## **SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.**

a. Except as provided in Section 2, any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Agency Executive Board on or before December 31 in any year. After providing appropriate notice as provided in this section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

b. A Principal who withdraws or is terminated shall hold the remaining Principals harmless against any resultant increased capital and/or operating costs allocated to them, for a project approved by the Executive Board prior to notice of withdrawal or termination.

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations to Agency.

e. An Executive Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Executive Board which termination is effective at a future date, shall be authorized to cast votes at the Executive Board only on budget items to be implemented prior to the withdrawal or termination date.

## **SECTION 19. AMENDMENT OF AGREEMENT.**

This Agreement may be amended upon approval of a Supermajority Vote of the Executive Board except that any amendment affecting the following shall require consent of the legislative authorities of all Principals:

a. Expansion of the scope of services provided by the Agency beyond the scope of expansion authorized in Section 5.g.

b. The terms and conditions of membership on the Executive Board.

c. Voting rights of Executive Board Members.

- d. Powers of the Executive Board.
- e. Principal contribution responsibilities inconsistent with Section 12.d.
- f. Hold harmless and indemnification requirements.
- g. Provisions regarding duration, termination or withdrawal.
- h. Adding a non-city Principal pursuant to Section 14.
- i. The conditions of this Section.

This Section shall not be construed to require legislative authority consent for the addition of a new Principal.

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Executive Board.

## **SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.**

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Executive Board. The termination shall be by direction of the Executive Board to wind up business by a date specified by the Executive Board, which date shall be at least one year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of the Agency shall be disposed of in the following manner:

- i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Agency liabilities, shall be distributed to those Principals still participating in the Agency on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principal's contributions to the operating budget over the preceding six years bears to the total of all then remaining Principals' operating budget contributions paid during such six-year period. The Executive Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.
- ii. Loaned Property. In the event of dissolution or termination of the Agency, assigned or loaned assets shall be returned to the lending entity.
- iii. Allocation of Liabilities. In the event outstanding liabilities of the Agency exceed the value of personal and real property and funds on

hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds per subsection “i” above.

c. Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three Principals remain party to this Agreement, then the Agreement shall terminate one year from the first date that only three Principals remain.

d. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Agency, unless provision is made for those obligations.

## **SECTION 21. DISPUTE RESOLUTION.**

a. Whenever any dispute arises between Principals or between the Principals and the Agency (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the President of the Executive Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

## **SECTION 22. INSURANCE.**

a. The Executive Board, the Executive Director and the Agency shall take such steps as are reasonably practicable to minimize the liability of the Principals, including but not limited to the utilization of sound business practices. The Executive Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of the Agency and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers’ Compensation, Stop Gap/ Employer’s Liability, errors and omissions, crime/ fidelity insurance, CyberRisk), and shall direct the acquisition of same.

b. No Field Staff shall be deployed unless insurance approved by the Executive Board is in place covering their actions and insuring both Field Staff, Agency

and the Principals from liability resulting from Field Staff actions. The cost of such insurance shall be borne by the Agency.

c. To the extent practicable, all Principals shall be named as additional insureds (or an equivalent) on any policy held by the Agency, including pool insurance.

### **SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.**

a. Provisions regarding the “Fiscal Agent” in this Section shall apply when a Principal is acting as Fiscal Agent. In the event the Fiscal Agent appointed by the Executive Board is not a Principal or government agency, the agreement between the Agency and the Fiscal Agent shall establish the applicable indemnification and hold harmless provisions.

b. Each Principal shall indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs (“Damages”), arising out of that Principal’s acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused in whole or in part by another Principal.

c. Each Principal shall indemnify and hold the Agency and its officers, officials, employees and volunteers harmless from any and all Damages arising out of that Principal’s acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Agency.

d. As provided in its Articles of Incorporation, the Agency shall indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all Damages arising out of the Agency’s acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by any Principal.

e. The Agency shall indemnify and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal’s or the Agency’s acts or omissions in connection with the performance of their respective obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

f. Each Principal shall indemnify and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal’s acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

g. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a party hereto and the Agency, its officers, officials, employees, and



volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes each party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

h. Each party shall give the other parties proper notice as provided in Section 25, of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal's withdrawal from the Agency (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

#### **SECTION 24. INTERGOVERNMENTAL COOPERATION.**

The Agency shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Agency's operations and minimize costs of service delivery.

#### **SECTION 25. NOTICE.**

Notices required to be given to the Agency under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

President, Agency Executive Board  
c/o Principal agency's address

Notices to Principals or Executive Board Members required hereunder may be given by mail, overnight delivery, email (with confirmation of transmission), or personal delivery. Each Principal and Executive Board Member shall provide the President of the Agency Executive Board written notice of the address for providing notice. Any change in address shall be promptly sent to the President of the Executive Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by email (with confirmation of transmission), or received by personal delivery.

#### **SECTION 26. 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.

**SECTION 27. FILING.**

Pursuant to RCW 39.34.040, this Agreement shall be filed with King County, or, alternatively, listed by subject on a Principal's web site or other electronically retrievable public source.

**SECTION 28. NO THIRD PARTY BENEFICIARIES.**

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

**SECTION 29. SEVERABILITY.**

The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this agreement shall not affect the validity of the remainder of the Agreement.

**SECTION 30. RATIFICATION.**

All prior acts taken by the Principals consistent with this Agreement but prior to its Effective Date are hereby ratified and confirmed.

**SECTION 31. COMPLIANCE WITH LAWS; NONDISCRIMINATION.**

During the term of this Agreement, the Agency and the parties hereto shall comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any of the services provided by the Agency under this Agreement constitute 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.

The parties and the Agency shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

**SECTION 32. 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.

**SECTION 33. TERMINATION OF 2019 AGREEMENT.**

This Agreement is intended to replace the existing 2019 Agreement among the Formation Principals with respect to the RADAR Program. From and after the Effective Date of this Agreement, the Formation Principals agree that the 2019 Agreement shall be terminated and shall be superseded and replaced by the terms of this Agreement. Initial staffing and operations (including Fiscal Agent duties) are expected to be transferred to the Agency from the RADAR Program and the applicable Member jurisdictions from and after the Effective Date of this Agreement.

**SECTION 34. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE.**

This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of [January 1, 2023] (the “Effective Date”), subject to approval by the legislative bodies of all five Principals prior filing of the Agreement as required by Section 27.

*[Signature page follows]*

IN WITNESS WHEREOF, this Agreement has been executed by each party on the dates set forth below.

**City of Bothell**

**City of Kenmore**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Kirkland**

**City of Lake Forest Park**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Shoreline**

\_\_\_\_\_

\_\_\_\_\_

Date

Approved as to Form:

\_\_\_\_\_

City Attorney

Date: \_\_\_\_\_

**EXHIBIT A**  
**2023-2024 BUDGET AND PRINCIPAL BUDGET SHARES**

**2023-2024 Community Mobile Crisis Response Agency Budget**

Budget	START-UP COST	ONGOING OPERATIONS			GRANDTOTAL (START-UP & ONGOING)
		2023	2024	TOTAL '23-'24	
<b>EXPENSES</b>					
Personnel	\$8,580	\$2,020,933	\$2,104,847	\$4,125,780	\$4,134,360
Professional Services & Training	\$18,000	\$49,400	\$50,882	\$100,282	\$118,282
Clothing and Equipment	\$41,400	\$10,450	\$10,764	\$21,214	\$62,614
IT, Supplies, and Furniture	\$52,830	\$155,745	\$160,763	\$316,508	\$369,338
Vehicles	\$100,000	\$24,740	\$25,482	\$50,222	\$150,222
Miscellaneous	\$184,246	\$195,340	\$201,917	\$397,257	\$581,502
<b>TOTAL EXPENSES</b>	<b>\$405,056</b>	<b>\$2,456,607</b>	<b>\$2,554,655</b>	<b>\$5,011,262</b>	<b>\$5,416,318</b>
<b>REVENUES</b>					
Grants/Other External Revenue*		\$588,400	\$508,400	\$1,096,800	\$1,096,800
<b>TOTAL REVENUES</b>		<b>\$588,400</b>	<b>\$508,400</b>	<b>\$1,096,800</b>	<b>\$1,096,800</b>
<b>PROGRAM BALANCE (covered by Principals)</b>	<b>\$405,056</b>	<b>\$1,868,207</b>	<b>\$2,046,255</b>	<b>\$3,914,462</b>	<b>\$4,319,518</b>

\*The budget assumes MIDD grant funding will be awarded in 2023-2024 at roughly \$436,000 per year. The balance is grants from WASPC and DOJ.

**2023-2024 Principal Budget Shares**

	Bothell	Kenmore	Kirkland	LFP	Shoreline	Total
Population (April 2022 Revised OFM)	48,940	24,090	93,570	13,620	60,320	240,540
% of Total	20.35%	10.01%	38.90%	5.66%	25.08%	100.00%
<b>PRINCIPAL SHARES</b>						
2023 Start-Up (1-Time Costs)	\$82,412	\$40,566	\$157,567	\$22,935	\$101,575	\$405,056
2023 On-going Costs	\$265,509	\$130,693	\$1,070,865	\$73,891	\$327,248	\$1,868,207
2024 On-going Costs	\$312,532	\$153,839	\$1,107,700	\$86,978	\$385,205	\$2,046,255
<b>TOTAL 2023-2024</b>	<b>\$660,454</b>	<b>\$325,099</b>	<b>\$2,336,132</b>	<b>\$183,804</b>	<b>\$814,029</b>	<b>\$4,319,518</b>

**ALLOCATION METHODOLOGY**

The one-time start-up costs are shared on a per capita basis. In 2023-2024, Kirkland covers the cost of 3.5 FTEs, and the remaining costs not funded through other revenues are funded by the five cities on a per-capita basis.

**ARTICLES OF INCORPORATION**  
**OF**  
**COMMUNITY MOBILE CRISIS RESPONSE AGENCY**

We, the undersigned, acting as the incorporators of a nonprofit corporation under the provisions of the Washington Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 of the Revised Code of Washington (“RCW”), referred to herein as the “Act”) and the Washington Interlocal Cooperation Act (chapter 39.34 RCW), hereby sign and verify the following Articles of Incorporation (“Articles”) for such corporation:

**ARTICLE I — NAME**

The name of this corporation is: COMMUNITY MOBILE CRISIS RESPONSE AGENCY (the “Agency”).

**ARTICLE II — DURATION**

The period of duration of the Agency is perpetual.

**ARTICLE III — PURPOSES**

The Agency is organized on behalf of and as an instrumentality of its governmental members to carry out certain exclusively governmental activities and the purposes of the Community Mobile Crisis Response Agency Interlocal Agreement (the “Interlocal Agreement”) pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. These purposes include developing, owning, operating and managing and maintaining a mobile crisis response agency as further described in the Interlocal Agreement.

**ARTICLE IV — PROHIBITED ACTIVITY**

Notwithstanding any of the provisions of these Articles, the Agency shall not conduct or carry-on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Sections 115 of the Internal Revenue Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of the Agency shall inure to the benefit of any director, officer, or private individual. No substantial part of the activities of the Agency shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Internal Revenue Code, and the Agency shall not participate in, or intervene in (including the publication or distribution of statements regarding) any political campaign on behalf of or in opposition to any candidate for public office. The Agency shall not have or issue shares of stock, shall not make any disbursement of income to its directors or officers, and shall not make loans to its officers or directors.

## ARTICLE V — POWERS

In general, and subject to such limitations and conditions as are or may be prescribed by law, or in these Articles or in the Agency’s Bylaws or in the Interlocal Agreement, the Agency shall have all powers which now or hereafter are conferred under chapters 24.06 and 39.34 RCW and other applicable law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the Agency’s purposes.

## ARTICLE VI — MEMBERS

Each Member of Agency must be a municipal corporation formed and existing under the laws of the state of Washington as a city and meeting the other requirements described in the Interlocal Agreement. As used in these Articles, the term “Members” means “Principals” as defined in the Interlocal Agreement. The rights and responsibilities of the Members/Principals and the manner of their election, appointment, or admission to membership and termination of membership shall be as provided for in the Interlocal Agreement. The Agency shall have one class of Members/Principals, except that each Member/Principal may be treated as a separate class for calculating votes as provided for in the Interlocal Agreement.

## ARTICLE VII — DISTRIBUTIONS UPON DISSOLUTION

No director, trustee, or officer of the Agency, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Agency or the winding up of its affairs. Upon dissolution of the Agency, after paying, satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of the Agency, and after returning, transferring, or conveying assets held by the Agency requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of the Agency shall be distributed by the Executive Board as provided for in the Interlocal Agreement.

## ARTICLE VIII — DISSENTING MEMBERS

“Dissenting members,” as that term is used in RCW 24.06.245 through 255, will be entitled to the rights and allocation of assets set forth in the Interlocal Agreement, but may be limited to “a return of less than the fair value” of their membership as that term is used in RCW 24.06.255.

## ARTICLE IX — BYLAWS

Provisions for the regulation of the internal affairs of the Agency shall be set forth in the Bylaws of the Agency.



ARTICLE X — REGISTERED AGENT

The address of the initial registered office of the Agency is City of Kirkland (c/o the Community Mobile Crisis Response Agency), 123 5<sup>th</sup> Avenue, Kirkland, WA 98033. The name and address of its initial registered agent is the City Clerk (or such officer’s designee), City of Kirkland, 123 5<sup>th</sup> Avenue, Kirkland, WA 98033.

ARTICLE XI — DIRECTORS

The initial board of directors (referred to in the Interlocal Agreement as the “Executive Board”) shall consist of five (5) directors. The names and addresses of the persons who are to serve as initial directors are:

[\_\_\_\_\_], City Manager  
City of Bothell  
18415 101<sup>st</sup> Avenue N.E.  
Bothell, WA 98011

[\_\_\_\_\_], City Manager  
City of Kenmore  
18120 68<sup>th</sup> Ave. N.E.  
Kenmore, WA 98028

[\_\_\_\_\_], City Manager  
City of Kirkland  
123 Fifth Avenue  
Kirkland, WA 98033

[\_\_\_\_\_], City Administrator  
City of Lake Forest Park  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

[\_\_\_\_\_], City Manager  
City of Shoreline  
17500 Midvale Ave. N.  
Shoreline, WA 98133

Actions of the Directors of the Agency shall be conducted as provided in the Interlocal Agreement, the Bylaws and policies of the Agency. The Board shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Directors, as

provided for in the Interlocal Agreement, and including but not limited to the powers provided for in the Interlocal Agreement.

Directors may be removed as provided for in the Interlocal Agreement.

#### ARTICLE XII -- OFFICERS

The Agency shall have four officers, a President, Vice-President, Secretary and Treasurer. The responsibilities of the officers shall be described in the Interlocal Agreement and the Agency Bylaws.

#### ARTICLE XIII — INCORPORATORS

The names and addresses of the incorporators are:

[\_\_\_\_\_], City Manager  
City of Bothell  
18415 101<sup>st</sup> Avenue N.E.  
Bothell, WA 98011

[\_\_\_\_\_], City Manager  
City of Kenmore  
18120 68<sup>th</sup> Ave. N.E.  
Kenmore, WA 98028

[\_\_\_\_\_], City Manager  
City of Kirkland  
123 Fifth Avenue  
Kirkland, WA 98033

[\_\_\_\_\_], City Administrator  
City of Lake Forest Park  
17425 Ballinger Way NE  
Lake Forest Park, WA 98155

[\_\_\_\_\_], City Manager  
City of Shoreline  
17500 Midvale Ave. N.  
Shoreline, WA 98133

## ARTICLE XIV — LIMITATION OF DIRECTOR LIABILITY

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of this Article or may be amended from time to time), a director of the Agency (a director is referred to as a “Member of the Executive Board” in the Interlocal Agreement) shall not be personally liable to the Agency for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for any act or omission occurring before the date when this provision becomes effective.

If the Act is hereafter amended to expand or increase the power of the Agency to eliminate or limit the personal liability of directors, then, without any further requirement of action by the directors of the Agency, the liability of a director shall be eliminated or limited to the full extent permitted by the Act. No amendment to or repeal of this Article shall adversely affect any right of protection of any director of the Agency occurring after the date of the adoption of this Article and prior to such amendment or repeal.

## ARTICLE XV — INDEMNIFICATION

Except as provided in Article XIV, the Agency shall indemnify any director and officer of the Agency who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the Agency to the full extent allowed by law, as presently in effect and as hereafter amended. By means of a resolution or of a contract specifically approved by the Board of Directors (referred to as the “Executive Board” in the Interlocal Agreement), the Agency may also indemnify an employee, or agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the Agency. Reasonable expenses incurred by a director or officer who is involved in any capacity in a proceeding by reason of the position held in the Agency, shall be advanced by the Agency to the full extent allowed by and on the conditions required by applicable law, as presently in effect and as hereafter amended.

The Board of Directors of the Agency shall have the right to designate the counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles, the bylaws of the Agency, a vote of the Board of Directors of the Agency, or otherwise. No amendment to or repeal of this Article shall adversely affect any right of any director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

The Agency shall also indemnify and hold harmless every Member/Principal, including, but not limited to that Member's/Principal's officers, directors, employees and agents from all claims, injuries, damages, losses or suits, including reasonable attorney fees and costs which arise out of acts and/or omissions of the Agency.

Nothing in these Articles may be interpreted as a waiver of sovereign immunity by any member.

Indemnification of directors and officers by the Agency shall be consistent with the terms of the Interlocal Agreement, the Act, the Interlocal Cooperation Act and other applicable law. In the event of any inconsistency between this Article and the Interlocal Agreement, the terms of the Interlocal Agreement shall control to the extent consistent with applicable law.

Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the reasonable opinion of competent counsel, payment of such indemnification would cause the Agency to lose its exemption from federal income taxation.

#### ARTICLE XVI — CONFLICTS

In the case of any conflict between any of these Articles and the Bylaws of the Agency, these Articles shall control. In the case of any conflict between these Articles and the Interlocal Agreement, the Interlocal Agreement shall control.

#### ARTICLE XVII — DATE OF INCORPORATION

The date of incorporation of the Agency shall be \_\_\_\_\_, 2023.

#### ARTICLE XVIII — NO CORPORATE STOCK; NO DISTRIBUTION OF SURPLUS FUNDS

The Agency will have no capital stock. The Agency will not distribute surplus funds to its members, stockholders, or other persons.

IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation this \_\_\_\_ day of \_\_\_\_\_, 2023.

INCORPORATORS:

[Signature blocks to follow]

**Governance Models Considered by Cities**

Goal is to identify reasonable set of options and rationale for/against each.

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7
<b>Exec Board Composition</b>	All member city managers/administrators <b>plus</b> one elected official	All member city managers/administrators <b>plus</b> <ul style="list-style-type: none"> <li>a police agency</li> <li>a fire agency rep,</li> <li>a rep with lived experience, all voting</li> </ul>	All member city managers/administrators with <i>nonvoting</i> Police, Fire, and Dispatch agency representation (chairs of operations boards, like NORCOM)	All city managers/administrators, No nonvoting seats	All elected officials	Have each city decide whether to send an elected official (specified) or City Administrator	All member city managers/administrators with one <i>nonvoting</i> rep from Operations Board
<b>Roles</b>	Hires/Fires program manager; approve budget and funding allocations; #/type of agency FTEs; apply for grants; enter into agreements; determine agency scope of operations w/in ILA.						
<b>Considerations</b>	<ul style="list-style-type: none"> <li>A board with mix elected-non-elected representation is often awkward—not equal voices at table.</li> <li>Which city gets the elected official—the more the seat circulates the more variable the dialogue.</li> </ul>	<ul style="list-style-type: none"> <li>Could be perceived as unbalanced to have 2 voting reps from 1 or 2 cities from the Fire/Police Chiefs; may be perceived as doubling their votes.</li> <li>Not clear that a voting board rep is the best way to ensure good input from those with lived experience.</li> </ul>	<ul style="list-style-type: none"> <li>This structure works well in other ILAs – ARCH, NORCOM, EPSCA.</li> <li>Want key stakeholder input at table in making decisions.</li> </ul>	<ul style="list-style-type: none"> <li>How will other stakeholders have input on board in this area that is evolving fairly quickly?</li> </ul>	<ul style="list-style-type: none"> <li>This is a relatively small program, unlike Cascade Water Alliance or the Regional Homeless Authority.</li> <li>Important to engage with electeds, but can be done more inclusively and with less burden on their time.</li> <li>More turnover on board possible.</li> </ul>	<ul style="list-style-type: none"> <li>A board with mix elected-non-elected representation is often unbalanced as the different roles do not have equal voices at table.</li> <li>Might have a lot of turnover from year to year which can be detrimental to leadership of agency</li> </ul>	<ul style="list-style-type: none"> <li>This structure works well in other ILAs – ARCH, NORCOM, EPSCA.</li> <li>Want key stakeholder input at table in making decisions.</li> </ul>
<b>Alternates</b>	<ul style="list-style-type: none"> <li>No alternates</li> </ul>	<ul style="list-style-type: none"> <li>Alternates allowed from City Manager/Administrator Office (deputy level)</li> </ul>	<ul style="list-style-type: none"> <li>Alternates allowed—as City Manager/Administrator may designate provided it is a person who serves in a position that has responsibility for</li> </ul>				

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7
			overall management and decision-making authority for City policies and operations				
<i>Considerations</i>	<ul style="list-style-type: none"> <li>Not all agencies have deputy CMs/ deputy City Administrators.</li> <li>Some City Councils have given direction that oversight should not default to Police.</li> </ul>						
<b>Quorum</b>	<ul style="list-style-type: none"> <li>Majority in number of voting board members</li> </ul>	<ul style="list-style-type: none"> <li>Majority Plus 1 in number of voting board members</li> </ul>					
<i>Considerations</i>	<ul style="list-style-type: none"> <li>Small initial group</li> </ul>						
<b>Operations Board(s)</b> <i>Advisory to program manager and Board</i>	<ul style="list-style-type: none"> <li>Two: Police and Fire.</li> <li>Chiefs/designees of each member city/fire agency serving a member city</li> </ul>	<ul style="list-style-type: none"> <li>Three: Police, Fire, Dispatch.</li> <li>Same as Option 1, plus, lead staff from each dispatch agency</li> </ul>	<ul style="list-style-type: none"> <li>No Ops Boards</li> </ul>	<ul style="list-style-type: none"> <li>Police only</li> </ul>	<ul style="list-style-type: none"> <li>Combine all stakeholders into one Ops Board with 2 chairs: one police, one other</li> <li>Both chairs on Exec Board as nonvoting members</li> </ul>	One multidisciplinary Operations Board composed of <ul style="list-style-type: none"> <li><b>Police chief or designee from each Principal</b></li> </ul> <i>Plus Exec Board appointees to include:</i> <ul style="list-style-type: none"> <li>A representative from at least <b>1 public safety dispatch agency</b> providing service to at least 1 Principal;</li> <li>At least <b>1 representative from a fire district, RFA or fire department</b> providing service to at least 1 Principal</li> <li><b>At least 2 representatives from partner agencies</b> to whom Agency refers clients.</li> <li><i>Such other appointees as Exec Board may determine</i></li> </ul>	
<i>Considerations:</i>	<ul style="list-style-type: none"> <li>Fire may be a more important stakeholder later</li> <li>Engage other stakeholders – health care providers, crisis clinic, etc. through an ops board instead of an advisory board</li> <li>Want police agencies fully involved at Ops board but important to bring in other stakeholder voices.</li> <li>Keep membership flexible</li> </ul>						
<i>Ops Board Roles:</i>	<ul style="list-style-type: none"> <li>Budget preparation; day-to-day operating policy recommendations</li> </ul>						
<b>Advisory Boards(s)</b>	<ul style="list-style-type: none"> <li>Partner agencies (NUHSA, NAMIU, CHS)</li> <li>Community Advisory Board—as per</li> </ul>	<ul style="list-style-type: none"> <li>Community Advisory Board—as per existing, persons with lived experience</li> </ul>	<ul style="list-style-type: none"> <li>Partner agencies (NUHSA, NAMIU, CHS)</li> <li>Community Advisory Board—as per existing,</li> </ul>	<ul style="list-style-type: none"> <li>No advisory boards</li> </ul>	<ul style="list-style-type: none"> <li>Allow board to create additional advisory boards over time</li> </ul>	<ul style="list-style-type: none"> <li>Community Advisory Board of persons with lived experience – not formalized</li> </ul>	

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7
	existing, persons with lived experience • Elected official board meeting semi-annually		persons with lived experience			to protect privacy • Annual Principals Assemble	
<i>Considerations:</i>	<ul style="list-style-type: none"> <li>• Those with lived experience may be uncomfortable serving on committee that has publicly noticed meetings.</li> <li>• Elected officials want some engagement with this new agency.</li> </ul>						
<b>Meeting Frequency</b>							
• <b>Exec Board</b>	• Not less than Quarterly	• Not less than 2X year	• Monthly	• Bi-Monthly	• Not less than 6 times per year		
• <b>Operations Board</b>	• Not less than Quarterly	• No less than 2X year	• Monthly	• Bi-Monthly	• Not less than 10X per year		
• <b>Community Advisory Board</b>	• Not less than 1 x year	• Not less than 2X year	• Monthly	• Bi—Monthly	• Not less than 10X per year		
• <b>Principals Assembly</b>	• 1 time per year						
<i>Considerations:</i>	Program director will want frequent input from Operations Board and those with lived experience. Expectation is that Exec Board will meet monthly for first year.						
<b>Principals and subscribers</b>	<ul style="list-style-type: none"> <li>• Fire districts/RFAs or other cities could join the ILA as principals. <i>No subscribers.</i></li> </ul>	<ul style="list-style-type: none"> <li>• Parties should have the choice of joining as principals or subscribers.</li> <li>• Subscribers would not have a vote on the Board, would collectively have a nonvoting rep.</li> </ul>	<ul style="list-style-type: none"> <li>• Principals only.</li> <li>• Cities only, and a city must be contiguous to another Principal in order to join.</li> </ul>				
<i>Considerations:</i>	Other cities may wish to join in the future. Fire districts/RFAs may wish to join. Human services agencies may wish to join. Should they be allowed to join with board membership as the initial cities or should limitations be placed on their participation (e.g., they would be “subscribers” paying by contract, but not party to the ILA)? Adding subscribers adds complexity but allows you to limit the number of agencies on the board. Risk is arguably shifted to the principals if there are subscribers.						

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7
<b>Board Officers</b> <i>Note: nonprofit corporations act specifies president, VP rather than chair, vice chair</i>	President, Vice President, Secretary, Treasurer. Latter may be appointed staff.	President, Vice President, Secretary, Treasurer – all board members					
<b>Voting</b> <i>Decision should be made understanding what the funding model is.</i>	All parties have 1 vote on all issues	<ul style="list-style-type: none"> <li>• 1 vote per agency / simple majority (3) on routine items;</li> <li>• supermajority (4) on other items</li> </ul>	<ul style="list-style-type: none"> <li>• 1 vote per agency / 4 votes on routine items</li> <li>• supermajority votes by weight (66%) (by budget contribution, last 2 years avg.)</li> </ul>	<ul style="list-style-type: none"> <li>• 1 vote per agency /routine vote 3 or 4</li> <li>• 2 prong Supermajority: require supermajority in weight and number.</li> </ul>			
<b>Initial Term of ILA; Withdrawal from ILA; Termination of ILA</b>  <i>May want initial term period to coincide with biennial budgets.</i>	<ul style="list-style-type: none"> <li>• Initial Term: 4 years</li> <li>• Withdrawal: not within initial term. Thereafter, +1 year’s advance notice (before 12/31 of any year, then withdrawal effective 12/31 of following year)</li> <li>• Termination (statute requires 66% vote), at least 1-year period to wrap up.</li> </ul>	<ul style="list-style-type: none"> <li>• Initial Term: 6 years</li> </ul>	<ul style="list-style-type: none"> <li>• No initial term</li> </ul>	<ul style="list-style-type: none"> <li>• 6 years initial term and no withdrawal within that period. Could leave at the 6 year point.</li> </ul>			
<b>Considerations</b>	Should match budget; given importance of the program and the rate of evolution anticipated, longer will be necessary to stabilize and consider a longer term or exit.						



**SUMMARY OF DRAFT COMMUNITY MOBILE CRISIS RESPONSE AGENCY  
INTERLOCAL AGREEMENT**

<b>Section</b>	<b>Summary</b>
<b>Introduction and Recitals</b>	<p>States that the Interlocal Agreement (“Agreement”) is entered into among the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline (the “Formation Principals”) to form a separate, independent governmental administrative agency under the Interlocal Cooperation Act, that is separately incorporated as a Washington nonprofit entity. The Recitals provide the basis for the Agreement and the background and history of the RADAR Program.</p> <p>The Interlocal Agreement serves as the foundation of and the key organizational document for the new entity.</p>
<b>Section 1 – Creation of Community Mobile Crisis Response Agency.</b>	Affirmatively authorizes the formation of a new regional mobile crisis response agency, hereinafter called the “Community Mobile Crisis Response Agency” (the “Agency”).
<b>Section 2 – Term of Agreement.</b>	Initial term of the Agreement is for six years (from the effective date (expected to be in March 2023) through December 2028. During the initial term, no party may withdraw from the Agreement without just cause.
<b>Section 3 – Definitions.</b>	Defined terms used in the Agreement and interpretation. Note that certain terms such as Quorum, Simple Majority Vote, Supermajority Vote and Weighted Vote are provided for in Section 3.
<b>Section 4 – Agency Goals.</b>	Outlines the goals of the Agency, including providing a consolidated and standardized mobile crisis response program operation throughout the jurisdictions served by the parties.
<b>Section 5 – Agency Services.</b>	Provides that the Agency has the responsibility and authority for providing, in furtherance of improved public safety and emergency response, crisis de-escalation, support, and resource referrals for community members in crisis, through the deployment of licensed staff with training as mental health professionals and/or peer support specialists. The Agency will also engage with community members and stakeholders, and provide a forum for information sharing. Upon a Supermajority Vote of the Executive Board the scope of services provided by the Agency can be expanded to include additional ancillary public services as necessary for the purposes set forth in the Agreement.
<b>Section 6 – Agency Powers.</b>	The Agency will have all powers allowed by State law for interlocal agencies, including adopting policies and procedures, conducting meetings, hire and/or contract for employees, enter into agreements, sue and be sued, hold and transfer real and personal property, and any other lawful acts.
<b>Section 7 – Executive Board; Composition and Operation.</b>	<p>The Agency will be governed by an Executive Board comprised of one member of each party to the Agreement (either the City Manager or City Administrator, depending on the organization of the city). Each party may appoint one alternate to serve on the Executive Board when the primary member is unavailable.</p> <p>The initial Executive Board will have five members. The Executive Board will have final decision making in all policy issues and shall oversee day to day</p>

Section	Summary
	<p>operations administered by the Executive Director. Officers of the Executive Board will be the President, Vice-President, Secretary and Treasurer.</p> <p>The Executive Board may hold regular and special meetings, and executive sessions, as required by state law applicable to public agencies. The Executive Board will meet as often as necessary and not less than six times each calendar year.</p> <p>A quorum of the Executive Board is 51% of all Members, plus one Member. Members that have given notice of withdrawal or that has been terminated from the Agreement will not be counted towards establishing a quorum. By way of example, a quorum of the Executive Board shall initially be four of the five Executive Board Members.</p> <p>The Executive Board shall strive to operate by consensus. A simple majority vote is required by all Board decisions, except for items listed in Section 7(g) that require supermajority vote.</p>
<b>Section 8 – Public Records.</b>	<p>As a public agency, the records of the Agency are public records and may be disclosed as required under state law. Because the parties may hold records related to the Agency, the parties agree to cooperate with the Agency with regard to records.</p>
<b>Section 9 – Advisory Groups; Principal’s Assembly.</b>	<p>Forms an Operations Board to serve in an advisory capacity to the Executive Director and the Executive Board.</p> <p>Authorizes the formation of one or more Community Advisory Groups comprised of individuals with experience as Community Members in Crisis or similar.</p> <p>Permits the Agency to hold a Principals Assembly to present a review of activities and financial reports of the Agency to members of the Agency and other stakeholders.</p>
<b>Section 10 – Executive Director.</b>	<p>Outlines the role and responsibility of the Executive Director. The Executive Director will be selected by and report to the Executive Board and will be responsible for the day to day activities and operations of the Agency.</p>
<b>Section 11 – Personnel Policy.</b>	<p>In the event that the Agency has its own employees, the Executive Director shall prepare a personnel for approval by the Executive Board.</p>
<b>Section 12 – Budget, Payment of Budget Shares, Delinquencies and Reserve Funds.</b>	<p>Provides the process for budget preparation and approval by the Executive Board. May include the establishment of reserve funds. Provides for the allocation of cost and budget share among the parties based on a per capita basis. Payments of Agency charges are due on a quarterly basis.</p>
<b>Section 13 – Use of Agency Funds.</b>	<p>Funds of the Agency shall be used in accordance with federal, state and local law. Expresses the intent of the parties to ensure that the Agency remains eligible for MIDD grant funds.</p>
<b>Section 14 – Addition of New Principals.</b>	<p>Cities that have coterminous jurisdictional boundaries that agree to the terms of the Agreement may be added as Principals if approved by a Supermajority Vote of the Executive Board.</p>

Section	Summary
<b>Section 15 – Fiscal Agent, Contract and Support Services.</b>	It is anticipated that initially support services (including employees and Fiscal Agent services) will be provided by the City of Kirkland pursuant to separate agreements between the Agency and Kirkland. Employees and the Fiscal Agent may be held in-house, provided by Kirkland, or provided by another agency from time to time by contract.
<b>Section 16 – 17</b>	Administrative provisions regarding retained powers of Principals and with respect to inventory and property owned by or loaned to the Agency.
<b>Section 18 – Withdrawal by or Termination of Principal.</b>	After the initial six year term, a party may withdraw by giving at least one year advance written notice. Withdrawal will be effective on or before December 31 of the following year.
<b>Section 19 – Amendment of Agreement.</b>	The Agreement may be amended in certain circumstances upon Supermajority Vote of the Executive Board. Circumstances that require consent of all city councils of the parties to the Agreement are listed in Section 19.
<b>Section 20 – Termination of Agreement; Dissolution of Agency.</b>	Agreement may be terminated upon Supermajority Vote of the Executive Board. Provides for process of distributing assets and winding up affairs of the Agency upon termination.
<b>Section 21 - 32</b>	Administrative provisions for dispute resolution, joint indemnification, notice, intergovernmental cooperation, choice of law, venue, general compliance with laws, and other related provisions.
<b>Section 33 – Termination of 2019 Agreement</b>	Provides that the 2019 Agreement among the parties with respect to the RADAR pilot program will be terminated upon the effective date of the Agreement, provided that employees and services are expected to be transferred from and after the effective date.
<b>Section 34 – Execution, Counterparts and Effective Date</b>	The Agreement will be approved by action of each party’s city council, and will be effective on the specified date (anticipated to be January 1, 2023).
<b>Exhibit A</b>	2023-2024 agency budget and shares

**SUMMARY OF DRAFT COMMUNITY MOBILE CRISIS RESPONSE AGENCY  
ARTICLES OF INCORPORATION**

<b>Section</b>	<b>Summary</b>
<b>Introduction and Purpose</b>	The purpose of the Articles of Incorporation (“Articles”) is to incorporate the Agency as a nonprofit organization for purposes of Washington State law. The document, and much of its contents, is required under chapter 24.06 RCW and the Washington Secretary of State. References in the Articles to corporation mean the Community Mobile Crisis Response Agency (“Agency”) and to the Board of Directors means the Executive Board. As a nonprofit organization, a large portion of the Articles is dedicated to prohibiting members from benefitting financially from the organization, limiting the scope of the activities of the organization to those expressly provided for or related to, and limiting the liability of the members. For practical purposes, the Interlocal Agreement provides the framework and specific terms related to operations and governance of the Agency.
<b>Article I - Name</b>	States the name of the corporation as the Community Mobile Crisis Response Agency.
<b>Article II – Duration</b>	Duration of the Agency for purposes of nonprofit status is perpetual.
<b>Article III – Purposes</b>	Notes that the Agency is organized as an instrumentality of its members to carry out certain governmental activities and the terms of the Interlocal Agreement.
<b>Article IV – Prohibited Activity</b>	Limits authority of the Agency and prohibits any net earnings of the Agency to benefit directors or officers of the Agency. States that the Agency shall not have or issue shares of stock or disburse income to its directors or officers, and shall not make loans to its officers or directors.
<b>Article V – Powers</b>	Powers of the Agency are those set forth in the Interlocal Agreement and state law.
<b>Article VI – Members</b>	Members of the Agency must be governmental agencies, specifically cities. As used in the Articles, “Members” mean “Principals” as defined in the Interlocal Agreement.
<b>Article VII – Distribution Upon Dissolution</b>	Provides no director, trustee, officer of the Agency or any private individual shall be entitled to the assets of the Agency upon dissolution. Upon dissolution, assets shall be distributed as provided in the Interlocal Agreement.
<b>Article VIII – Article X</b>	Provides for statutorily defined terms of dissenting members, allows for the adoption of bylaws, and appoints the City of Kirkland as the registered agent for purposes of receiving certain notices. Note that the registered agent can be changed if and when the administering/fiscal agent of the Agency changes or when determined to be necessary.
<b>Article XI – Directors</b>	The initial Board of Directors shall consist of the five members of the Executive Board.
<b>Article XII – Officers</b>	Articles mirror the Interlocal Agreement and provide that the Agency shall have four officers – a President, Vice-President, Secretary and Treasurer.

Section	Summary
<b>Article XIII – Incorporators</b>	Provides that the incorporators of the Agency will be the members of the initial Executive Board.
<b>Article XIV – Limitation of Director Liability</b>	Limits personal liability of members of the Executive Board.
<b>Article XV – Indemnification</b>	Provides for Agency indemnification of directors and officers.
<b>Article XVI – Conflicts</b>	Provides that if there is a conflict between the Interlocal Agreement and the Articles, the Interlocal Agreement will control.
<b>Article XVII – Date of Incorporation</b>	State law allows the organization to specify an incorporation date. It is anticipated that the Agency will be incorporated at the same time or soon after the effective date of the Interlocal Agreement.
<b>Article XVIII – No Corporate Stock; No Distribution of Surplus Funds</b>	Reiterates that the Agency will have no capital stock or disperse surplus funds to its members, stockholders or other persons.



City of Bothell



July 12, 2022

Washington State Department of Commerce  
Commerce Community Capital Facilities  
1011 Plum Street SE  
P.O. Box 42525  
Olympia, WA 98504 – 2525

RE: 2021-23 Behavioral Health Facilities (BHF) Crisis Triage and Stabilization

To Whom It May Concern:

We, the undersigned, represent a coalition of five cities in north King County: Bothell, Kenmore, Kirkland, Lake Forest Park, and Shoreline. Together we are home to nearly 237,000 residents and we have been working closely together to create a behavioral health continuum of care that effectively serves residents in our communities. Our coalition is virtually unique in Washington, as it brings together diverse jurisdictions that share a desire to find effective and innovative solutions for some of our most vexing challenges faced by the people we serve. It is for this reason that we enthusiastically submit this letter in support of Connections Health Solutions (Connections) as it seeks funding for a crisis triage and stabilization facility through your grant process.

Over the past few years, we have invested considerable time and resources to stand up the North King County RADAR and Kirkland Community Responder programs—both of which provide mental health professionals that support our first responders on calls aiding individuals struggling with behavioral health challenges. In the course of this work, we have come to recognize a glaring unmet need for our community: a place for those in behavioral health crisis to go instead of our local emergency rooms and/or jails. With the looming advent of the 988 system, we know that this need will only intensify.

Over the past few months, our coalition has researched best practices, engaged crisis service providers from across the nation, undertaken multiple site visits (both virtual and in-person) and, crucially, built a strong working partnership with our local BH-ASO, the King County Behavioral Health and Recovery Division (BHRD). King County BH-ASO provided data on individuals in the zip codes of our five North King County cities who have accessed behavioral health or crisis services. The data shows us that members of our communities do access mental health and/or substance use treatment as well as access crisis services across all levels of care, including those that are least to most restrictive. The data we have only scratches the surface of what we know as the need for behavioral health and crisis services in North King County. Overall, our research both confirmed the need for a crisis facility in our region and underscored the importance of finding the right provider partner who can leverage their expertise to design the right solution for our cities.

Happily, our hard work has paid off. Through the course of our work, we were introduced to Connections. We have engaged in extensive discussions with them, critically assessing their approach to services and its potential for meeting the needs of our community. And the conclusion is clear: Connections would be an ideal partner and would provide exceptional service to the residents of our community and, indeed, from across all of King County.

We are excited and impressed by the fact that Connections is the founder of the 23-hour Observation model of crisis care and has driven the evolution of what is now known as the 'Arizona model' via their system-wide leadership. They currently operate the nation's largest crisis receiving centers in Phoenix and Tucson, Arizona, treating over 30,000 individuals in crisis annually. Importantly, Connections cares deeply about its clinical outcomes, and they are successful in stabilizing 65-70% of individuals in crisis within twenty-four hours and connecting them to community-based care. Furthermore, Connections' crisis metrics have set the national standard for best practices in crisis system evaluation and performance measurement, which have been incorporated into crisis guidelines published by SAMHSA and the National Council for Behavioral Health.

We are confident that Connections will work in close collaboration with our cities, King County BHRD, and community organizations/providers to evolve our crisis system. It is clear that their desire isn't simply to build and operate a facility, but to truly serve as a crisis leader in our region. Their vision aligns with ours: to serve as the "front door" accepting all, then treating, stabilizing, and connecting individuals to the right community resources for longer-term recovery. Our discussions with Connections have underscored their competency as "system thinkers" as they have sought to understand in depth the resources available in our community as well as the gaps in care.

We are pleased that the vision we developed for our region is so thoroughly and thoughtfully embodied in the Connections Health Solutions model. Accordingly, we give Connections our strongest possible recommendation for funding through your process. We are prepared to provide our collective support to the siting process for this facility, and we look forward with confidence and excitement to our continued partnership as we build a resource that our communities truly need.

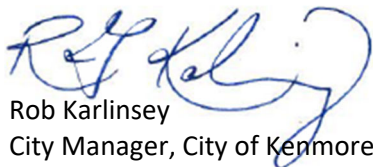
Sincerely,



Kyle Stannert  
City Manager, City of Bothell



Phillip Hill  
City Administrator, City of Lake Forest Park



Rob Karlinsey  
City Manager, City of Kenmore



Debbie Tarry  
City Manager, City of Shoreline



Kurt Triplett  
City Manager, City of Kirkland

