

RESOLUTION R-5562

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE EXECUTION AND DELIVERY OF THE REGIONAL CRISIS RESPONSE AGENCY INTERLOCAL AGREEMENT; APPROVING THE INCORPORATION OF THE AGENCY AS A NONPROFIT CORPORATION UNDER CHAPTER 24.06 RCW; AND APPROVING OTHER MATTERS RELATED THERETO.

1           WHEREAS, the City of Kirkland (the "City") and the Cities  
2 of [Bothell, Kenmore, Lake Forest Park and Shoreline] (together  
3 the "Parties") are committed to improving outcomes and services  
4 to community members experiencing crisis through a variety of  
5 programs and finding ways to reduce the potential of use of force  
6 by law enforcement; and  
7

8           WHEREAS, the Parties have been members of the North  
9 Sound RADAR Navigators, a grant-funded regional "co-response"  
10 pilot program (the "RADAR Program") that pairs a contracted  
11 mental health professional with law enforcement to provide crisis  
12 de-escalation, reduce use of force, and improve outcomes for  
13 community members in behavior health crisis, through an  
14 interlocal agreement among the Parties dated as of May 2019;  
15 and  
16

17           WHEREAS, the City created a Community Safety Initiative  
18 in 2021 to fund "community responders" to respond to crisis calls  
19 involving underlying behavioral health issues (the "Kirkland  
20 Community Responder Program"); and  
21

22           WHEREAS, in early 2022, the Parties determined to explore  
23 creation of a regional mobile crisis response entity, recognizing  
24 the potential benefits of merging the RADAR Program and the  
25 Kirkland Community Responder Program in order to achieve  
26 expanded crisis response coverage in the jurisdictions of the  
27 Parties, elevate shared governance of these programs to city  
28 managers and/or elected officials within the jurisdictions of the  
29 Parties, and align with regional efforts by the Parties to site a crisis  
30 stabilization clinic in north King County, among other benefits; and  
31

32           WHEREAS, the Parties agree that public safety and  
33 emergency response services, including crisis response  
34 awareness, support, and resource referral for community  
35 members with behavioral health issues will be enhanced by  
36 combining and expanding the RADAR Program and the Kirkland  
37 Community Responder Program into a separate regional nonprofit  
38 governmental entity to be jointly governed and funded by the  
39 Parties; and  
40

41           WHEREAS, the City now desires to approve a Regional  
42 Crisis Response Agency Interlocal Agreement, Articles of

43 Incorporation and related documents to facilitate the formation of  
44 the separate regional nonprofit governmental entity as provided  
45 herein;

46  
47 NOW, THEREFORE, BE IT RESOLVED BY THE CITY  
48 COUNCIL OF THE CITY OF KIRKLAND, WASHINGTON, AS  
49 FOLLOWS:

50  
51 Section 1. Formation of Agency. The City hereby  
52 authorizes the formation of the "Regional Crisis Response Agency"  
53 (the "Agency") as a separate, independent governmental  
54 administrative agency, pursuant to the terms of the Regional Crisis  
55 Response Agency Interlocal Agreement (the "Interlocal  
56 Agreement"), authorized in Section 2. The Agency shall be  
57 organized under Washington law as a nonprofit corporation under  
58 chapter 24.06 RCW pursuant to the terms of its Regional Crisis  
59 Response Agency Articles of Incorporation (the "Articles of  
60 Incorporation") authorized in Section 3.

61  
62 Section 2. Interlocal Agreement Approval; Execution. The  
63 City hereby approves the Interlocal Agreement, in substantially  
64 the form attached hereto as Exhibit A and incorporated herein by  
65 this reference. The City Manager is hereby authorized and directed  
66 to execute, on behalf of the City, such Interlocal Agreement with  
67 such changes as determined to be appropriate by such  
68 representative and in the best interest of the City.

69  
70 Section 3. Article of Incorporation Approval; Execution.  
71 The City hereby approves the Regional Crisis Response Agency  
72 Articles of Incorporation (the "Articles of Incorporation"), in  
73 substantially the form attached hereto as Exhibit B and  
74 incorporated herein by this reference. The City Manager is hereby  
75 authorized and directed to execute, on behalf of the City, such  
76 Articles of Incorporation with such changes as determined to be  
77 appropriate by such representative and in the best interest of the  
78 City. Such Articles of Incorporation are hereby further authorized  
79 to be filed with the Washington Secretary of State, together with  
80 other related documents, in order to incorporate the Agency as a  
81 Washington nonprofit organization.

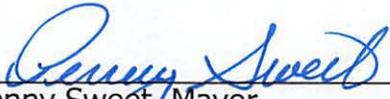
82  
83 Section 4. Further Authority; Ratification. All City officials,  
84 their agents, and representatives are hereby authorized and  
85 directed to undertake all action necessary or desirable from time  
86 to time to carry out the terms of, and complete the transactions  
87 contemplated by, this resolution. All acts taken pursuant to the  
88 authority of this resolution but prior to its effective date are hereby  
89 ratified.

90  
91 Section 5. Effective Date. This resolution shall take effect  
92 immediately upon its passage and adoption.

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Passed by majority vote of the Kirkland City Council in open meeting this 1 day of November, 2022.

Signed in authentication thereof this 1 day of November, 2022.

  
\_\_\_\_\_  
Penny Sweet, Mayor

Attest:

  
\_\_\_\_\_  
Kathi Anderson, City Clerk

EXHIBIT A  
FORM OF INTERLOCAL AGREEMENT  
(see attached)

EXHIBIT B  
FORM OF ARTICLES OF INCORPORATION  
(see attached)

REGIONAL CRISIS RESPONSE AGENCY  
INTERLOCAL AGREEMENT

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[TO BE UPDATED PRIOR TO FINALIZING DOCUMENT]

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**REGIONAL 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 “Regional Crisis Response Agency” (the “Agency” or “RCR”) 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 behavioral 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 from people in crisis with underlying behavioral health conditions (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 in crisis with underlying behavioral health conditions will be enhanced by combining and expanding the RADAR Program and the Kirkland Community Responder Program into a separate regional nonprofit governmental entity to be jointly governed and funded by the Formation Principals; 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 THE REGIONAL CRISIS RESPONSE AGENCY.**

There is hereby created a regional mobile crisis response agency, hereinafter called the "Regional Crisis Response Agency" (the "Agency" or "RCR"). 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 four (4) years, from its Effective Date through December 31, 2026 (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 this Agreement without just cause, provided that a Principal may upon action of the Executive Board be deemed withdrawn and therefore terminated from this Agreement as provided in Sections 12(f) and 18.

#### **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 or "RCR". The "Agency" or "RCR" is the Regional 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 or chief appointed official in a mayor-council form of government.
- g. Community Advisory Group or Groups. "Community Advisory Group" means the group or groups established per Section 9.
- h. Community Members in Crisis. "Community Members in Crisis" means those individuals with apparent behavioral health, substance use, medical or basic needs crises encountered by Field Staff in their work for the Agency.
- i. Effective Date. "Effective Date" has the meaning set forth in Section 35.
- j. Executive Director. The "Executive Director" is the chief operating officer for the Agency appointed by and serving at the pleasure of the Executive Board.
- k. Executive Board. The "Executive Board" is the body described in Section 7 and shall be the legislative body of the Agency.
- l. 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. Field staff may be licensed mental health professionals and/or non-licensed peer support specialists.
- m. Formation Principals. The Formation Principals are the original parties to this Agreement, including the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline.
- n. Initial Term. "Initial Term" has the meaning set forth in Section 2.

- o. Interlocal Cooperation Act. The “Interlocal Cooperation Act” means chapter 39.34 RCW, as it may be amended from time to time.
- p. 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.
- q. Open Public Meetings Act. The “Open Public Meetings Act” means chapter 42.30 RCW, as it may be amended from time to time.
- r. Operations Board. The “Operations Board” is the advisory body described herein.
- s. 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.
- t. 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.
- u. 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 operational departments of Principals providing these services.
- v. Public Records Act. The “Public Records Act” means chapter 42.56 RCW, as it may be amended from time to time.
- w. 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).
- x. 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).
- y. State. “State” means State of Washington.

z. 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).

aa. 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.

bb. 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. Significantly reduce police response to behavioral health calls by providing alternatives in appropriate instances to police as the primary response to Community Members in Crisis by deploying mental health professionals or similarly certified staff as crisis responders.
- c. Enable Agency service coverage 24 hours per day, 7 days per week.
- d. Coordinate with regional crisis stabilization facility(s) serving the North King County area.
- 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. Ensure the safety of Field Staff.
- g. Reduce strain on police and fire departments by reducing repeat calls from Community Members in Crisis.
- h. Attract and retain highly qualified Field Staff.
- i. Maintain a well informed and collaborative working relationship with members of the Public Safety Operations Serving the Principals.
- j. 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 Field Staff 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, Community Advisory Groups, 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.

g. The initial staffing and organizational chart for the Agency, upon which the initial Agency biennial budget is based, is set forth at Exhibit A.

## **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 or acting Chief Administrative Officer of their respective agency.

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 central administration. 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 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.
- iii. In connection with the preparation of the 2025-2026 biennial budget, the Executive Board shall recommend to the Principals' legislative bodies an amendment to this Agreement adjusting the definition of Weighted Vote to incorporate additional factors such as the calls for service responded to by Field Staff within each Principal jurisdiction, or other factors that the Executive Board determines appropriate. It shall be the intent of the Executive Board to propose a new definition that is fair to all Principals and flexible enough to accommodate the addition of new Principals or withdrawal of existing Principals. It is also the intent of the Executive Board that if the Executive Board does not recommend an amendment to the definition of Weighted Vote in connection with the 2025-2026 biennium, the issue may be discussed in connection with a subsequent biennium.

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, or merger, consolidation or sale of all or substantially all assets of the Agency per Section 21).

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. Meeting agendas shall include, as needed, reports from or on behalf of the Operations Board and the Community Advisory Group. Individual members of the Operations Board and the Community Advisory Group are encouraged, similar to other members of the public, to provide comment on matters before 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.

k. Parliamentary Procedure. 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.

l. Public Comment. The Executive Board may allow public comment at its meetings and shall ensure there are multiple means for the public to offer comments to the Agency.

m. Agency Performance Metrics. In consultation with the Executive Director, the Executive Board shall from time to time adopt and revise performance metrics and targets for the Agency.

## **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 Fiscal Agent, in coordination with the Executive Director 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, it being the intent that the number of Police Chiefs or their designees serving on the Operations Board shall not exceed the number of other representatives on the Operations 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 meet as often as it deems necessary and not less than six times each calendar year.

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 Director shall prepare summary minutes of each meeting of the Operations Board, ensuring protection of sensitive operational information of the Agency and its Principals as well as the privacy of persons served by the Agency and Operations Board members. 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 Director shall prepare summary minutes of each meeting of a Community Advisory Group, ensuring protection of sensitive operational information of the Agency and its Principals as well as the privacy of persons served by the Agency and Community Advisory Group members. The Executive Board and Operations Board shall consider such input from the Community Advisory Group(s) in their deliberations.

c. Principals Assembly. The Agency shall hold a Principals Assembly not less than three times per year in the first biennium of the Agency operations. Thereafter, the Principals Assembly shall be held at least one time per year. A Principals Assembly shall also be convened upon request of the legislative bodies of two or more Principals. 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 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.
  - vii. Report to the Executive Board on the Agency's effectiveness in meeting Executive Board adopted metrics and other performance targets.
  - viii. Prepare and submit to the Executive Board and Principals Assembly an annual report as described in Section 9.c.

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 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 B. 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 and other grants 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 meeting the qualifications of a Principal in Section 3.t and this Section may be admitted as an Agency Principal upon Supermajority Vote of the Executive Board as required under Section 7.g. In addition to meeting the conditions of Section 3.t, a city seeking to become a Principal must:

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

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

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

d. No Additional Principals in first year of Agency Operations. Notwithstanding the foregoing terms of this Section 14, no Principals in addition to the Formation Principals shall be admitted within the first year of the Agency's operations.

## **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 established by the 2019 Agreement, 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 (by being deemed withdrawn for nonpayment pursuant to Section 12(f)) 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. MERGER, CONSOLIDATION OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.**

Approval of the merger or consolidation of the Agency with another entity, or the sale of all or substantially all assets of the Agency, shall require a Supermajority Vote.

## **SECTION 22. 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 23. 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 24. 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 26, 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 25. 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 26. 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 27. 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 28. 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 29. 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 30. 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 31. RATIFICATION.**

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

**SECTION 32. 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 33. 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 34. 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 35. 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 28.

*[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

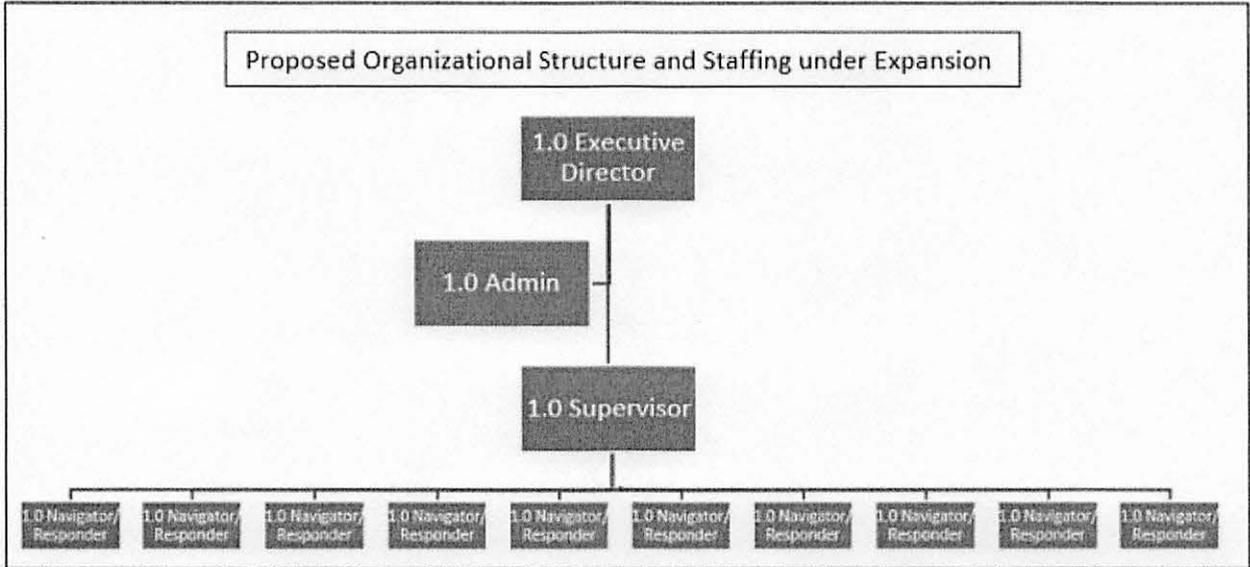
Approved as to Form:

\_\_\_\_\_

City Attorney

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

EXHIBIT A  
Initial Agency Organizational Chart



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

**2023-2024 Regional Crisis Response Agency Budget**

| Budget   | START-UP<br>COST | ONGOING OPERATIONS |                    |                    | GRANDTOTAL<br>(START-UP &<br>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**  
**REGIONAL 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: REGIONAL 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 Regional 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 the Agency must be a general-purpose municipal corporation formed and existing under the laws of the state of Washington meeting the 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 Regional 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]