



City of Kenmore - 18120 68th Avenue NE - P.O. Box 82607 - Kenmore, WA 98028
Phone: 425-398-8900 - Fax: 425-481-3236 - E-mail: cityhall@kenmorewa.gov

City Council Special & Regular Meeting

ON-SITE & ONLINE

September 19, 2022 - 6:00 PM

ZOOM LINK: <https://kenmorewa-gov.zoom.us/j/83397601561>

US: +12532158782,,83397601561# or +17193594580,,83397601561#

Or Telephone: Dial US: +1 253 215 8782

Callers please dial *9 to Raise/Lower Hand

Webinar ID: 833 9760 1561

If you have any questions or to confirm agenda items prior to the meeting, or if you require special accommodations, please call the City Clerk at 425-398-8900. You may also stop by City Hall at 18120 68th Avenue NE, Kenmore. Council agendas are also available on our website at www.kenmorewa.gov.

I. CALL SPECIAL MEETING TO ORDER - 6:00 PM

II. STUDY SESSION AGENDA

- A. Public Works Facility Update presented by Public Works Operations Manager Jennifer Gordon, Environmental Services Manager Richard Sawyer, and Wagner Architects and Planners, *for Discussion*

[Agenda Bill - Public Works Facility Site Use and Design Options](#)

[Presentation - Public Works Facility Update \(uploaded 9/19/2022\)](#)

III. ADJOURN SPECIAL MEETING

IV. CALL REGULAR MEETING TO ORDER - 7:00 PM

V. ROLL CALL

VI. FLAG SALUTE

VII. AGENDA APPROVAL

**ITEM ADDED: CONTINUED DISCUSSION FROM STUDY SESSION
AGENDA - PUBLIC WORKS FACILITY UPDATE**

AGENDA APPROVED AS AMENDED

VIII. PRESENTATION

- A. Introducing New Staff:
- Justin Ell, Maintenance Supervisor

- Charlie Parks, Environmental Services Technician

IX. PUBLIC COMMENTS

- A. We welcome our community members to the Council’s meeting. In this forum, the Council does not engage or dialogue with the public; the primary role of the Council is to listen. We will hear from our on-site guests first, followed by our virtual guests. If you're online, please use the “raise hand” feature now if you wish to speak. All guests must address comments to the Mayor and City Council. The Clerk will acknowledge your request and call your name when it is your turn. Your time will start when we confirm that we can hear you. Please state your name and city of residence for the record and keep your comments to the allotted time. We will not split your time with others or reset your time except by express approval of the Presiding Officer. Screen-sharing is not allowed; you can submit materials to the Council or Clerk in advance. Please do not comment about pending development projects on which the Council will make future decisions as those are quasi-judicial matters, and Councilmembers must limit their communications about such matters. This meeting is being recorded. Thank you for taking the time to express your comments

X. BUSINESS AGENDA DISCUSSED

- A. Regional Mobile Crisis Response Expansion Proposal presented by Assistant City Manager Stephanie Lucash, North Sound RADAR Program Manager Brook Buettner, Karen Reed Consulting LLC Consultant Karen Reed, and Police Chief Brandon Moen, *for Discussion*
[Agenda Bill - Regional Mobile Crisis Response Program Expansion](#)
[Attachment 1 - CMCR Agency Interlocal Agreement 2022 \(updated 9/15/2022\)](#)
[Attachment 2 - CMCR Agency Articles of Incorporation 2022 \(updated 9/15/2022\)](#)
[Attachment 3 - Budget Cover Sheet \(updated 9/15/2022\)](#)
[Attachment 4 - Summary of Draft Interlocal Agreement CMCR 2022 \(updated 9/15/2022\)](#)
[Attachment 5 - Summary of Draft Articles of Incorporation CMCR 2022 \(updated 9/15/2022\)](#)
[Additional Data Kenmore Council Meeting 9.19.22 - Uploaded 9/19/22](#)

XI. STAFF REPORT

- A. Aquatic Center Siting Study Update, presented by Assistant City Manager Stephanie Lucash and Assistant to the City Manager Garret Oppenheim

XII. COUNCILMEMBER INITIATIVES

- A. Revisit the Sound Cities Association Council Committee Assignments

[2022 Council Committees](#)

XIII. COUNCILMEMBER REPORTS & COMMENTS

XIV. EXECUTIVE SESSION

NO ACTION TAKEN

- A. Pursuant to RCW 42.30.110(1)(i), the City Council will now enter an executive session to discuss pending or potential litigation. No action is expected.

XV. ADJOURNMENT

XVI. UPCOMING MEETINGS

- A. September 21, 2022 "Missing Middle" Housing Presentation by Karen Parolek from Opticos Design - 7:00 PM
September 26, 2022 Special & Regular Meeting - 6:00 PM
October 3, 2022 Special Meeting - 7:00 PM
October 10, 2022 Regular Meeting - 7:00 PM
October 17, 2022 Regular Meeting - 7:00 PM

<p>Subject/Topic: Public Works Facility site use and design options.</p>	<p>For Council Meeting Agenda of: September 19, 2022</p> <p>Department: Public Works</p> <p>Prepared by: Richard Sawyer, Env Services Manager Jennifer Gordon, Operations Manager</p>
<p>Proposed Council Action/Motion: Provide staff with direction regarding implementation of Climate Action Plan requirement for carbon neutral design. Provide staff direction with selection of Public Works Facility design option A or B. Provide staff with direction on desired certification options for the Public Works Facility.</p>	<div style="float: right; text-align: right;"><u>Initial & Date</u></div> <p>Approved by Department Head: <u>RS/JG 9/9/2022</u></p> <p>Approved by City Attorney: <u>N/A</u></p> <p>Approved by Finance Director: <u>N/A</u></p> <p>Approved by City Manager: <u>RK 9/9/2022</u></p> <p>Exhibits/Attachments: Exhibit A - Conceptual Site Layout Options</p>

Staff provided an update regarding the status of the Public Works Maintenance Facility project during the July 11, 2022 Council meeting. The three parcels acquired on NE 202ND Street are currently going through a rezone process to change the current R-6 zoning to Public/Semi-public zoning. Staff has been concurrently working with Wagner Architects and Planners on the following items:

- Analyze existing operational workflows and programs and determine additional needs for integration into the site design. Include planning for future growth.
- Evaluate community needs for the facility.
- Continue evaluating code and permit requirements for the site.
- Continue conducting preliminary site assessments, including geotechnical evaluation (soils, hydrology) for surface water management, additional analysis of wetlands surveyed on the adjacent parcel, and tree assessments.
- Evaluate existing buildings for hazardous materials and conduct demolition by the end of this year.
- Work with the architect to meet with green/carbon neutral building experts on how to design and build the facility to comply with recently adopted Climate Action Plan goals and align with Council's environmental priorities.
- Develop preliminary budget and schedule estimates for site development options.

This update provides Council with information regarding the recently adopted Climate Action Plan, site development options, and environmental certification options for Council's consideration and direction. We will be discussing the following:

1. Overall project goals
2. Developing site under Kenmore's newly adopted Climate Action Plan (CAP) and defining Net Zero Carbon
3. Preliminary Site Layout Options
4. Certifications

Overall Project Goals

Operational Goals: The project should accommodate the current, near-term (6-10 years), and long-term (10+ years) projected needs of the City. The project should allow for efficient operations and flexibility for future needs.

Climate Action Plan Goals: The project should meet the City's Climate Action Plan goals and requirements. It should act as an example to both private and other public development.

Climate Action Plan Impacts to the Proposed Public Works Facility Design and Construction

In May 2022, Council adopted the City's first Climate Action Plan (CAP) which provided direction on the strategies and actions that the city will take to achieve net zero carbon emissions by 2050. In this plan, several strategies and actions directly impact the design and operation of the proposed Public Works facility that were not accounted for in the initial 2018 Public Works operational needs assessment.

CAP Action MO 1.1: New city buildings will be energy efficient and carbon neutral.

"Carbon neutral" can have a variety of meanings and staff would like Council to consider two options and provide direction on which definition they would like to apply to the CAP. In this context, "carbon" is a measurement of the carbon used and emitted in the materials and operations associated with a project. Staff propose that Council consider the following two definitions of "carbon neutral", which will be used to measure the "carbon" content associated with city projects.

Option 1 defines "carbon neutral" by only measuring "operational carbon", which is a measure of the carbon emitted to the atmosphere during the day-to-day operation of the facility once it is constructed. Net zero operational carbon emissions can be achieved through a variety of methods, such as removing the use of fossil fuels from operations, removing carbon contribution from on-site operations, producing more on-site electricity than needed, and mitigating off-site carbon usage. This option is typically considered the minimal threshold when discussing carbon neutrality.

Option 2 defines "carbon neutral" by measuring "operational carbon" and "embodied carbon". Embodied carbon is the amount of carbon content included in the building materials and carbon used to construct the facility. Net zero embodied carbon can be achieved by selecting materials and construction methods that minimize embodied carbon, use of recycled materials that lower the initial carbon footprint, utilization of local materials, and because all materials will have some quantity of embodied carbon, the city will have to provide offsets equal to the quantity of carbon used for construction of the facility. Examples of offsets may include creating more onsite electricity than needed to provide back to the city grid over the life of the facility, preserving and enhancing onsite trees, and providing offsite forest and other habitat restoration.

CAP Action MO 1.4: Ensure critical facilities have backup power in the event of an outage.

As the city electrifies its facilities, equipment and vehicles, the need for a reliable backup source of electricity during emergencies becomes even more critical. The facility will be designed to ensure there is adequate backup power to serve the fully electric facility and fleet.

CAP Action MO 2.2: Electrify the City's fleet.

The facility will be designed to support a fully electric fleet, eventually including vehicles, equipment, tools and equipment as advances in technology allow. The facility will need to include the infrastructure needed to charge, store and maintain this fleet.

CAP Action MO 2.3: Expand public electric vehicle (EV) charging stations.

The facility will provide public charging stations in public and staff parking areas.

CAP Action MO 4.1: Require low-impact development to manage stormwater in new/remodeled construction projects.

The site will be developed to mitigate stormwater impacts using low-impact development techniques to the maximum extent practicable that soil and groundwater conditions will allow. Design Option A (described below) will also utilize water reclamation to minimize potable water needs on the site and reduce runoff.

CAP Action MO 4.2: Transition to native or drought tolerant plants on City properties.

The site will be designed to accommodate native plants that flourish in this region's wet winters and dry summers with minimal watering needs. When there is a need to water plants, Design Option A (described below) will utilize a water reclamation system that provides a non-potable water source for watering.

CAP Action MO 4.3: Prioritize carbon sequestration opportunities on public lands.

The facility will be designed (more so in Option A) to maintain features such as trees and native landscaping to provide the maximum possible carbon sequestration potential on the site.

CAP Action NS 2.1: Develop an urban landscape strategy or framework

Part of this action is to preserve existing trees and when necessary, replace removed trees, not only in number, but also ensure there is equivalent carbon sequestration potential.

Preliminary Site Layout Options for the Public Works Facility

The current proposed site is located on 2.8-acres of property comprised of three parcels that the city acquired in 2021. The city began preparations to bring Public Works operations in-house in late 2018 and conducted an analysis to determine what the current and near-term operational needs for the department were. That analysis concluded that a minimum 1.50-acres of "useable area" was needed to conduct operations. "Useable area" includes the area within a property that can be developed and used for Public Works operations (not including landscaping, critical areas, setbacks, buffers, etc.). Between 2018 and 2020 the City did an extensive property search and investigated two potential properties for acquisition including a 5.78-acre property near the current site and another 2.18-acre property located on Sammamish River, but neither property made the final selection until the current site was discovered and purchased in 2021.

The 2.8-acre site is currently getting rezoned to public/semi-public, which has a maximum impervious area threshold of 70% based on the surrounding zoning. Additionally, the zoning requires a minimum 20-foot setback on the east side and a 10-foot setback on all other sides. This results in a total of 2.0-acres of useable land for the Public Works facility (even though the property is 2.8-acres). The following figure shows the site with surrounding properties for reference and is labeled as Option A for Council consideration.

Option A: Develop Full 2.8-Acre Site



After surveying and investigating the current 2.8-acre site staff determined that after removing the 1.5-acre “useable area” on the western end of the site (requiring 2.1 total acres) a 0.7-acre area is available on the eastern end of the property. The following figure shows the resulting layout of this configuration and is labeled as Option B for Council’s consideration.

Option B: Limit Facility to Western 2.1-Acre Portion



Examples of how the city may utilize the entire site to meet current, near-term and long-term needs and more successfully achieve the city’s climate action goals (Option A) or the minimal footprint that staff believe can accommodate the city’s current and near-term needs but may not meet the city’s long-term needs and falls short on achieving the city’s climate action goals (Option B).

Pros/Cons for Options A & B

Option A Considerations	Option B Considerations
Provides space for current, near-term (6-10 years) and long-term (10+ years) operational needs are met.	Only provides space for current and near-term operations. Long-term operational (10+ years) needs are not met.
Higher probability of successfully meeting Climate Action Plan goals.	Lower probability of meeting Climate Action Plan goals.
Doubles available area for solar arrays.	Reduced area for solar arrays.
Provides above ground area for cisterns to include water reclamation systems (i.e. grey water reuse and irrigation).	Not enough area for above ground cisterns. Can possibly construct more expensive below ground options.
Saves most existing significant trees.	Most existing significant trees will be removed.
Larger area allows 2-story construction providing better fit with neighborhood character.	Smaller site forces the administrative building up, requiring a 3-story building; 3-story building will be out of scale with the neighborhood and create more shade on the site.
Mostly wood construction with lower carbon footprint.	May require more steel, increasing the carbon footprint.
Allows for three times more floor area for high windows facing north for daylighting workspace	Reduced area for high north facing windows for daylighting workspace.
Allows for future expansion of the Administrative Building	Does not allow for future expansion of the administrative building.
Improved operational use of site, uses existing changes in grade.	Less efficient operational use of site - can't maximize use of grade.
Lower operational costs.	Higher operational costs.
Allows for multiple smaller operation/shop buildings that match interior needs – improving efficiencies in each building environment.	Will require one large operation/shop buildings, resulting in less efficient mechanical building operations.
Allows space for open site parking	Requires structured parking.
Estimate that this option is 4%-5% less expensive to construct.	Estimate that this option is 4%-5% more expensive to construct.
Uses entire site, no land surplus.	A land surplus of .7 acres

Certifications to Consider for the Public Works Facility

Building certifications can be provided by private, third-party organizations that establish goals and minimal requirements for the design and performance of the building or facility being designed and constructed. If the building or facility complies with these minimal thresholds and requirements, then it can be “certified”. This is often accomplished through rigorous documentation, modeling, inspection, and testing, which may continue for an established period post-construction if there are on-going operational requirements for the certification.

Examples of relevant certifications that staff have researched for Council’s consideration include:

- Sustainable building certifications (based on building design guidelines and prerequisites)
 - o LEED (Leadership in Energy and Environmental Design) Certified, Silver, Gold, or Platinum

- Living Future Challenge (LFC) Living Building Challenge Certification
- Net zero carbon and net zero energy (based on a 12-month performance period)
 - LEED Zero Carbon
 - LEED Zero Energy
 - LFC Zero Carbon Certification
 - LFC Zero Energy Certification

Certification costs can vary widely. LEED certification, which staff are most familiar with and have obtained in the past for City Hall (LEED Gold), would exceed \$200,000 in consultation costs alone (not including construction costs). Other certifications, which have more stringent carbon and energy demands, are presumed to cost more.

What are the advantages of certification? Certification requires compliance with established sustainable goals that are verified with a third-party reviewer. They can provide project recognition and be a model for others.

What are the disadvantages of certification? The process can require extensive documentation that increases cost for both design and construction. Design and construction decisions may have to be made that focus more on meeting certification requirements rather than meeting city needs. These requirements could require large investments with diminishing return on results.

Council Actions for Staff

Council Action: Provide direction to staff on which “carbon neutral” definition will be applied in the CAP.

Staff Recommendation: The CAP was not specific with the definition of carbon neutral, however, other goals and commitments the City has made with K4C suggest that it is the city’s intent to establish Option 2 as the definition of carbon neutral for current and future city projects, therefore staff recommends Option 2 to include both operational and embodied carbon calculations in this definition.

Council Action: Provide direction to staff on which design option (Option A or Option B) will be utilized for the Public Works facility.

Staff Recommendation: Staff recommends developing the site using Option A. Option A provides the City with the best opportunity to meet the goals of the CAP and build a site that will serve the community further into the future that is less expensive.

Council Action: Provide direction on any must have certifications.

Staff Recommendation: Staff recommends that this project utilize the design goals and rigorous validation of these certification programs, such as using the LEED checklist and actual zero carbon calculation, but not to move forward with actual certification due to the overall expense certification would add to the project. The City has established specific sustainability and climate action-oriented goals, which staff are applying in this project. Constructing an environmentally and socially responsible facility is the city’s goal with or without certification.

FISCAL CONSIDERATION:

Given current inflationary pressures, the cost of the project is significantly higher than anticipated. At a future City Council meeting, staff will provide a total cost update and possible options for bringing the cost down. Funding sources will also be part of the discussion. The City will need to issue councilmanic bonds to pay for the project, and it is proposed that the debt service on the bonds be paid with General Fund, Street Fund, Real Estate Excise Tax, and Surface Water Management funds.

Staff and project consultants will also provide an estimate on energy cost savings that will result from a carbon-neutral facility.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council's 2021-2022 Priority #2 "Develop a Kenmore Climate Plan and promote Environmental Stewardship, including water, air, forest, and habitat restoration."

Council's 2023-2024 Priority #1 "Implement the Adopted Climate Action Plan and Promote Environmental Stewardship, including Water, Air, Forest, and Habitat Restoration and Preservation."

Supports Kenmore's 20 Year Vision Statement

As we look into the future, we see Kenmore as a place that residents, businesses, and visitors find welcoming, with courteous people, and that offers high quality of life to live, raise children, shop, work, recreate, and socialize. In 2035, we see Kenmore as a fun, vibrant waterfront community that

- Supports recreation and health through well maintained, parks, trails and open spaces
- Protects natural and environmentally sensitive areas, significant open spaces, trees, and air and water quality
- Provides a safe, reliable, and effective system of streets, sidewalks, bike ways, trails and transit routes, linking significant local and regional destinations
- Supports the safety, health, and welfare of all its citizens

To achieve this vision, responsible commitments in planning and resources will be made.

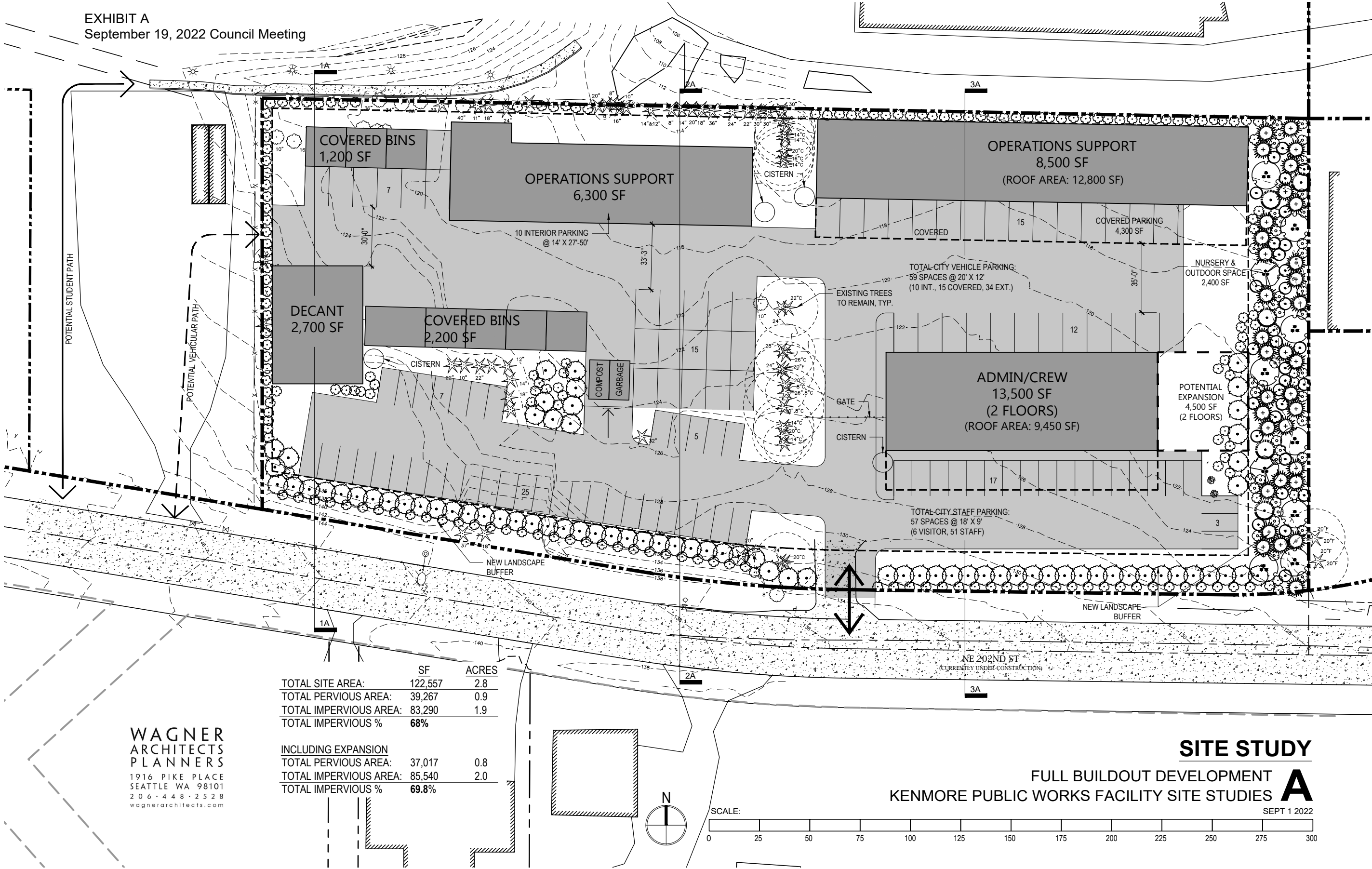
Supports Kenmore's Mission Statement

With integrity as its cornerstone, Kenmore is a city that will meet its obligations by providing:

- Effective and efficient services
- Public Safety
- Fair and friendly services responsive to the diverse needs of the citizens

...Leaving a sustainable legacy

EXHIBIT A
September 19, 2022 Council Meeting



	SF	ACRES
TOTAL SITE AREA:	122,557	2.8
TOTAL PERVIOUS AREA:	39,267	0.9
TOTAL IMPERVIOUS AREA:	83,290	1.9
TOTAL IMPERVIOUS %	68%	

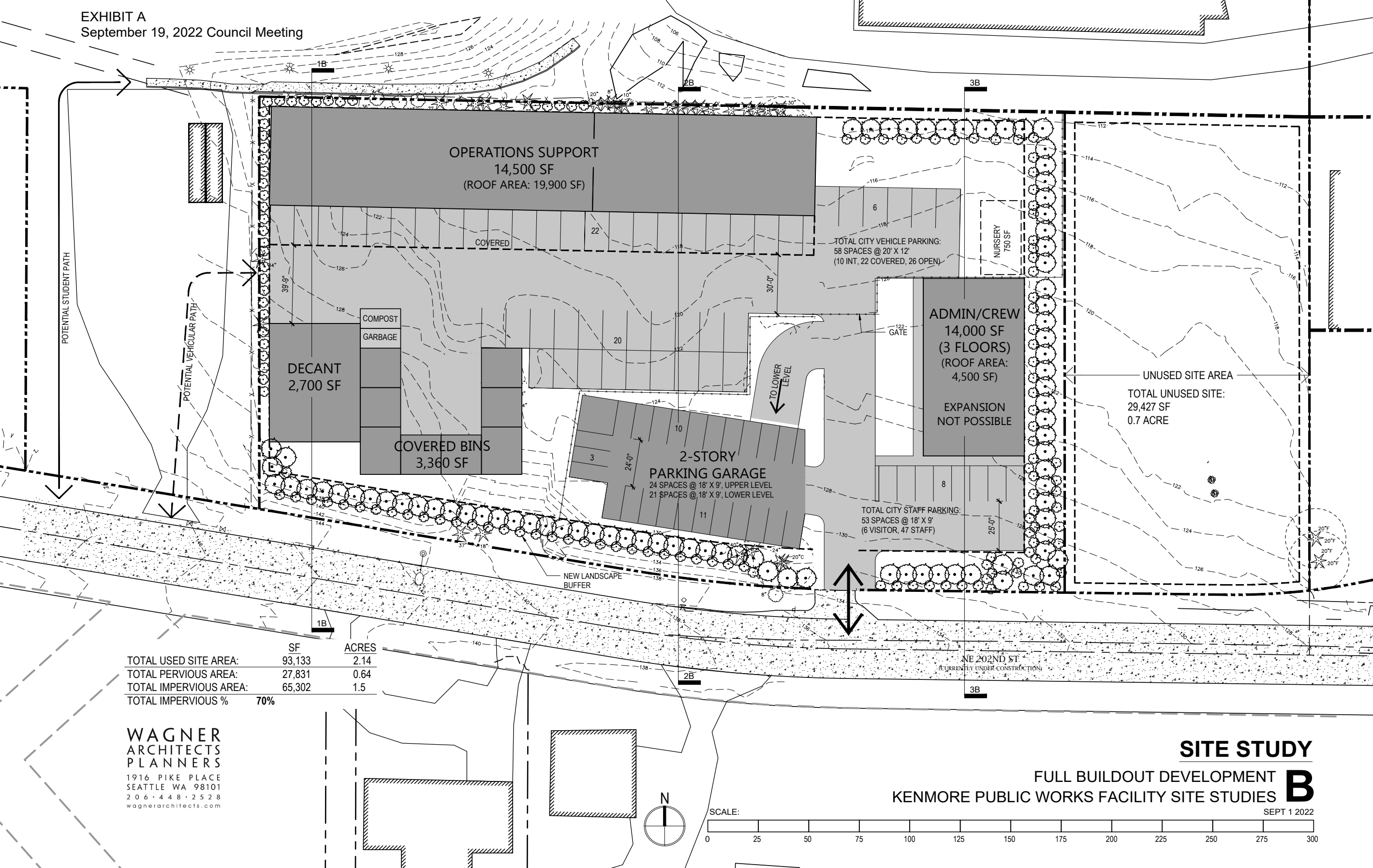
INCLUDING EXPANSION		
TOTAL PERVIOUS AREA:	37,017	0.8
TOTAL IMPERVIOUS AREA:	85,540	2.0
TOTAL IMPERVIOUS %	69.8%	

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206.448.2528
wagnerarchitects.com

SITE STUDY
FULL BUILDOUT DEVELOPMENT
KENMORE PUBLIC WORKS FACILITY SITE STUDIES

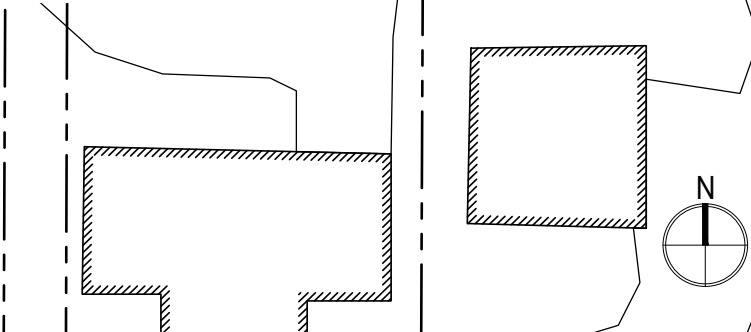
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EXHIBIT A
September 19, 2022 Council Meeting



	SF	ACRES
TOTAL USED SITE AREA:	93,133	2.14
TOTAL PERVIOUS AREA:	27,831	0.64
TOTAL IMPERVIOUS AREA:	65,302	1.5
TOTAL IMPERVIOUS %	70%	

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SITE STUDY
FULL BUILDOUT DEVELOPMENT
KENMORE PUBLIC WORKS FACILITY SITE STUDIES

SEPT 1 2022

EXHIBIT A
September 19, 2022 Council Meeting

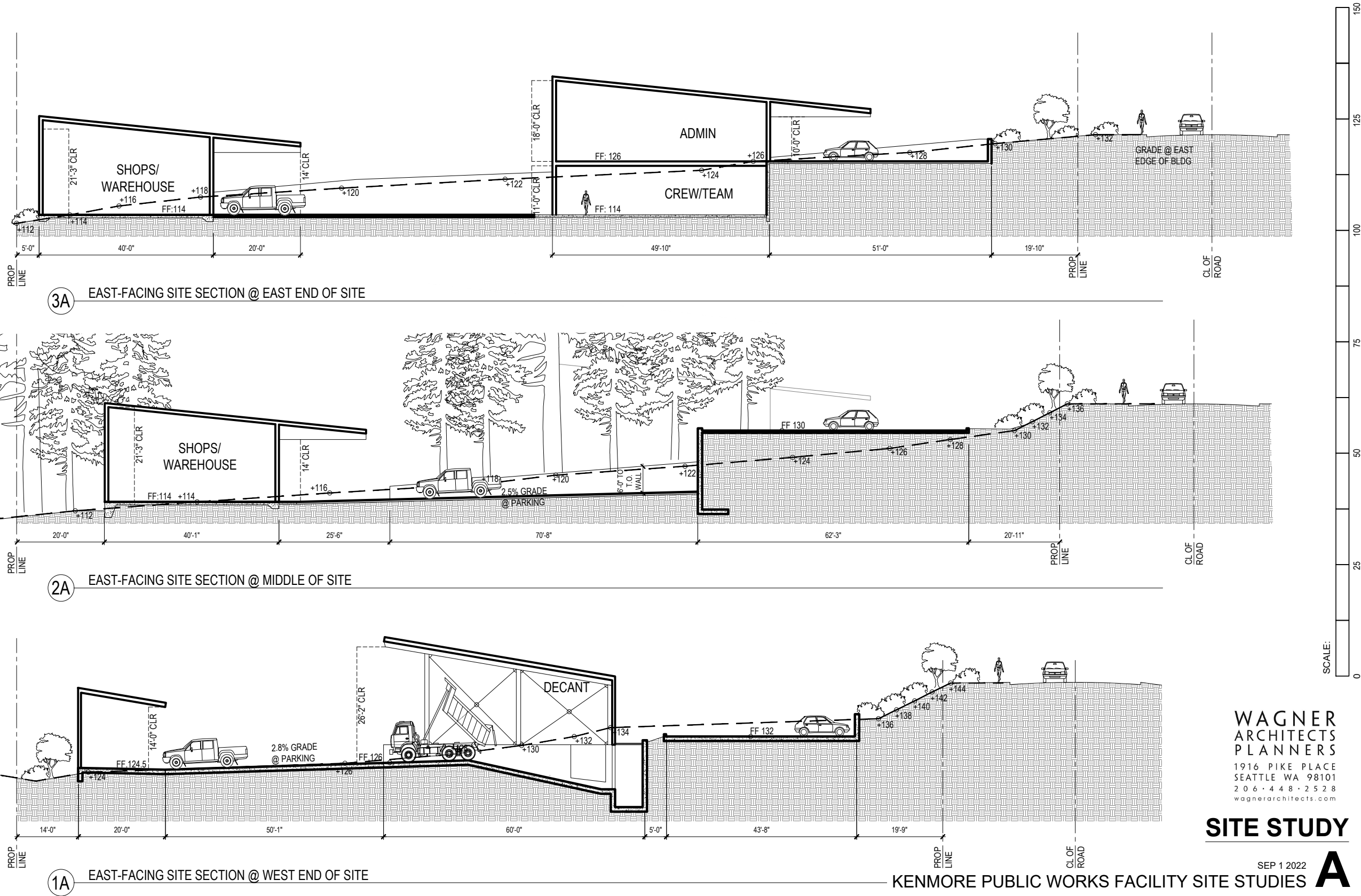
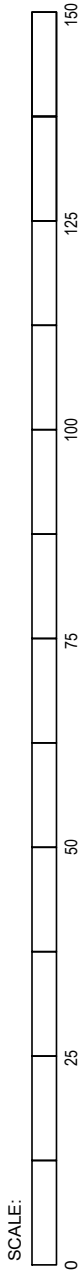
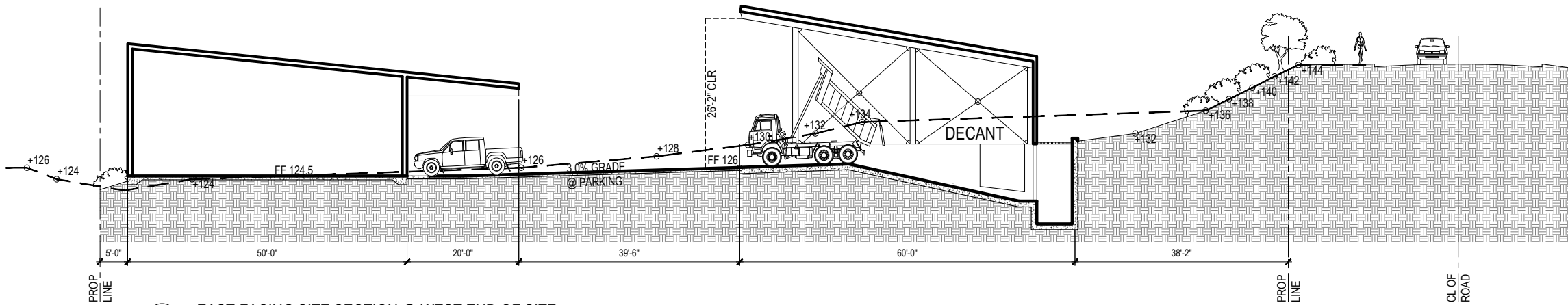
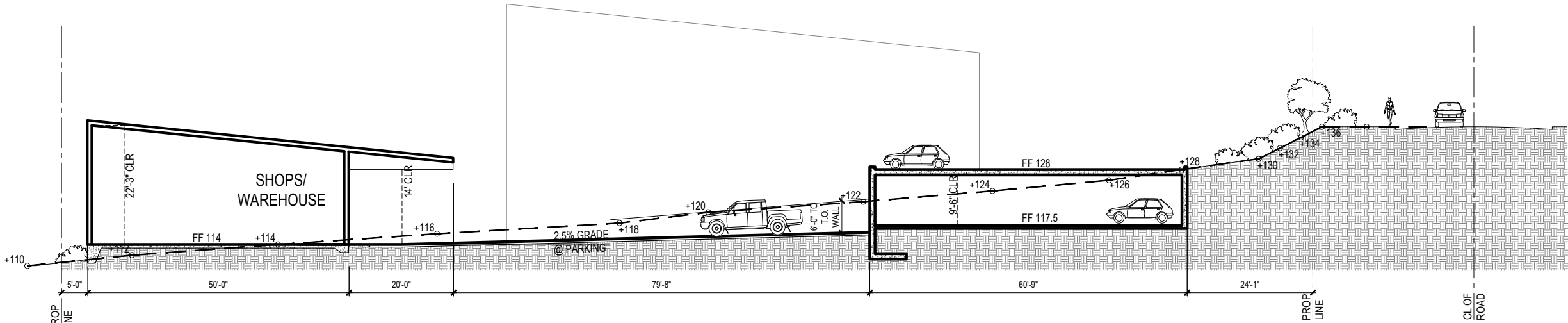
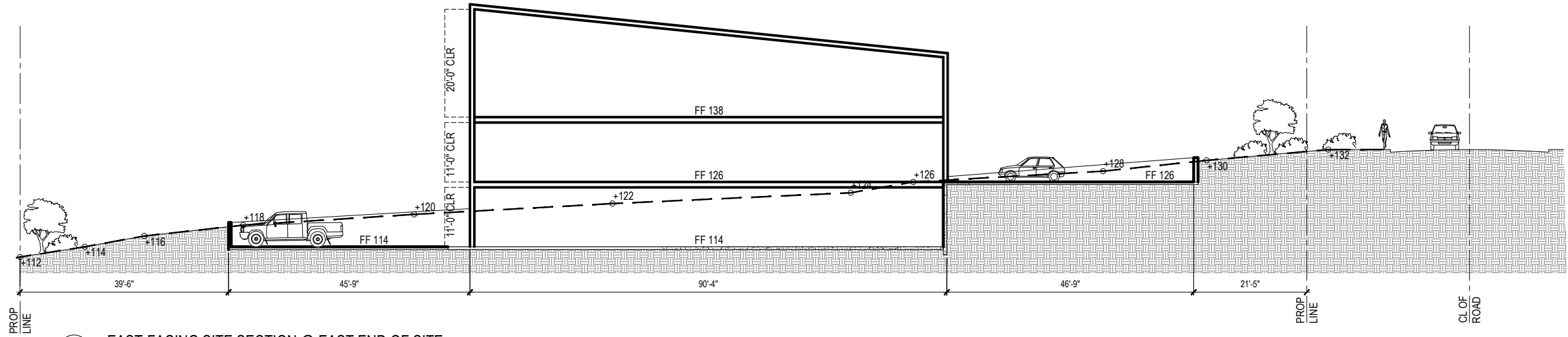


EXHIBIT A
September 19, 2022 Council Meeting



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SITE STUDY

SEP 1 2022

KENMORE PUBLIC WORKS FACILITY SITE STUDIES

B

Public Works Facility Update

Council Update September 19, 2022



CITY OF KENMORE
PUBLIC WORKS



Public Works Facility



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Discussing Today

- Overall Project Goals
- Meeting Climate Action Goals
- Preliminary Site Layout Options
- Certifications



Public Works Facility



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Overall Project Goals

- Current & Near Term (6-10 Years)
- Long-Term (10+ Years)
- Provide Flexibility for Future Needs
 - Staff Growth
 - Equipment & Vehicles
 - New Programs
- Meeting Climate Action Goals



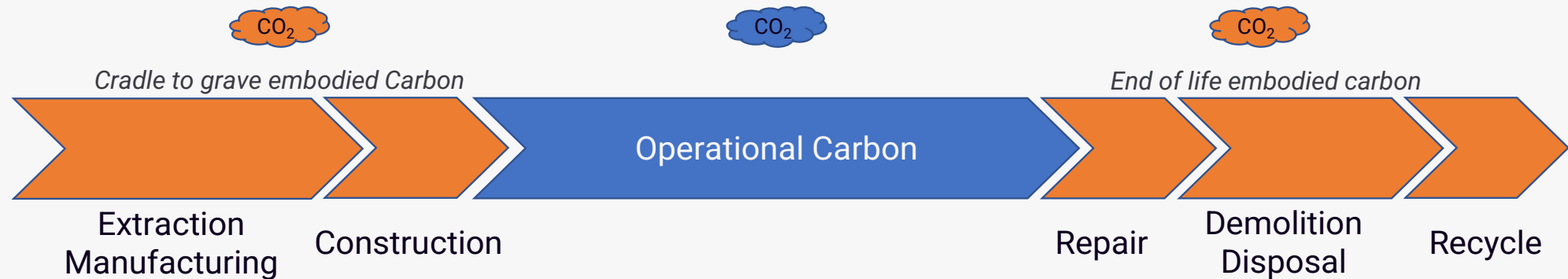
Public Works Facility



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Meeting Climate Action Goals

- New city buildings will be energy efficient and **carbon neutral**



Public Works Facility



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Meeting Climate Action Goals

- Ensure critical facilities have backup power in the event of an outage
- Electrify the City's fleet
- Expand public electric vehicle (EV) charging stations
- Require low-impact development to manage stormwater



Public Works Facility



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Meeting Climate Action Goals, Cont..

- Transition to native or drought tolerant plants on City properties
- Prioritize carbon sequestration opportunities on public lands
- Develop an urban landscape strategy or framework (**preserve existing trees** and when necessary, replace removed trees, not only in number, but also ensure there is equivalent carbon sequestration potential)



Public Works Facility



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Preliminary Site Layout Options

- The site is currently comprised of 3 parcels totaling 2.8-acres
- Option A utilizes all 2.8-acres providing approximately 2.0-acres of useable area for the facility
- Option B utilizes 2.1-acres providing approximately 1.5-acres of useable area for the facility leaving 0.7-acres unused



Public Works Facility



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Preliminary Site Options – A & B



Public Works Facility



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Preliminary Site Option A



Current Aerial Photo of Site

Option A Considerations

Provides space for current, near-term (6-10 years) and long-term (10+ years) operational needs.

Higher probability of successfully meeting Climate Action Plan goals.

Doubles available area for solar arrays.

Provides above ground area for cisterns to include water reclamation systems (i.e. grey water reuse and irrigation).

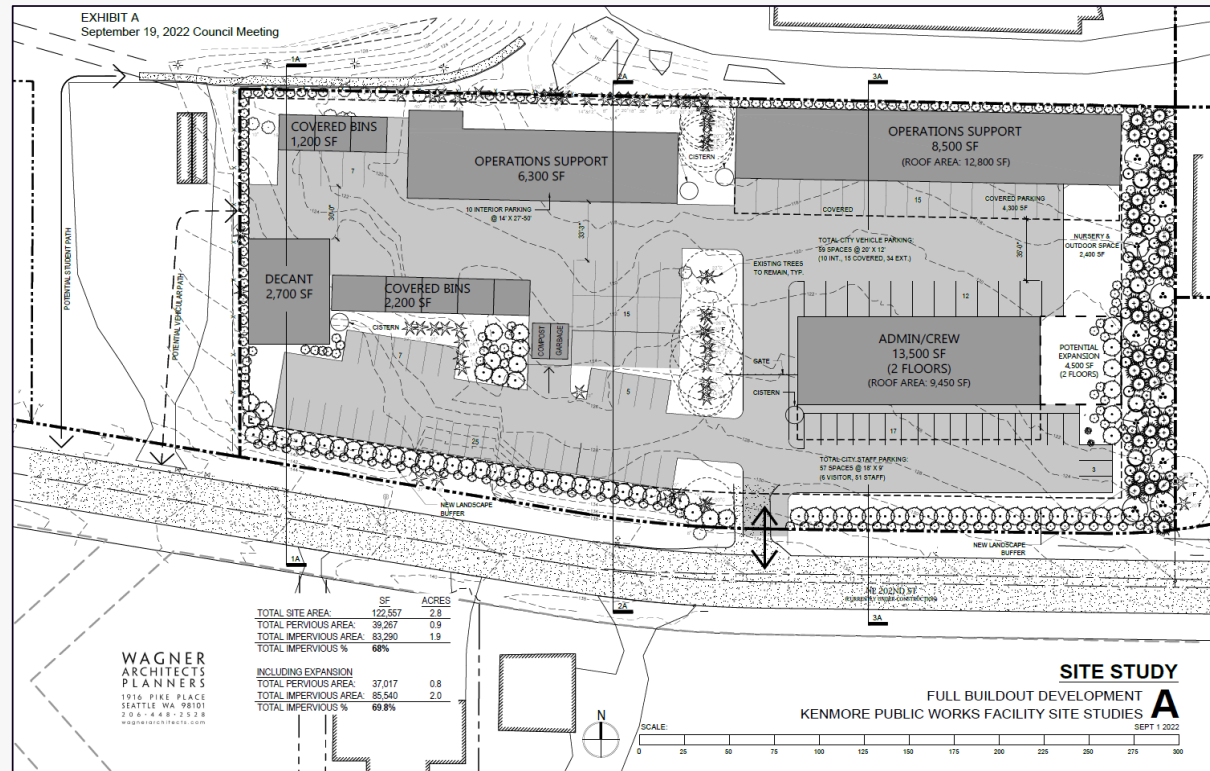
Saves most existing significant trees.

Public Works Facility



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Preliminary Site Option A



Option A Considerations

Larger area allows 2-story construction providing better fit with neighborhood character.

Mostly wood construction with lower carbon footprint.

Allows for three times more floor area for high windows facing north for daylighting workspace.

Allows for future expansion of the administrative building.

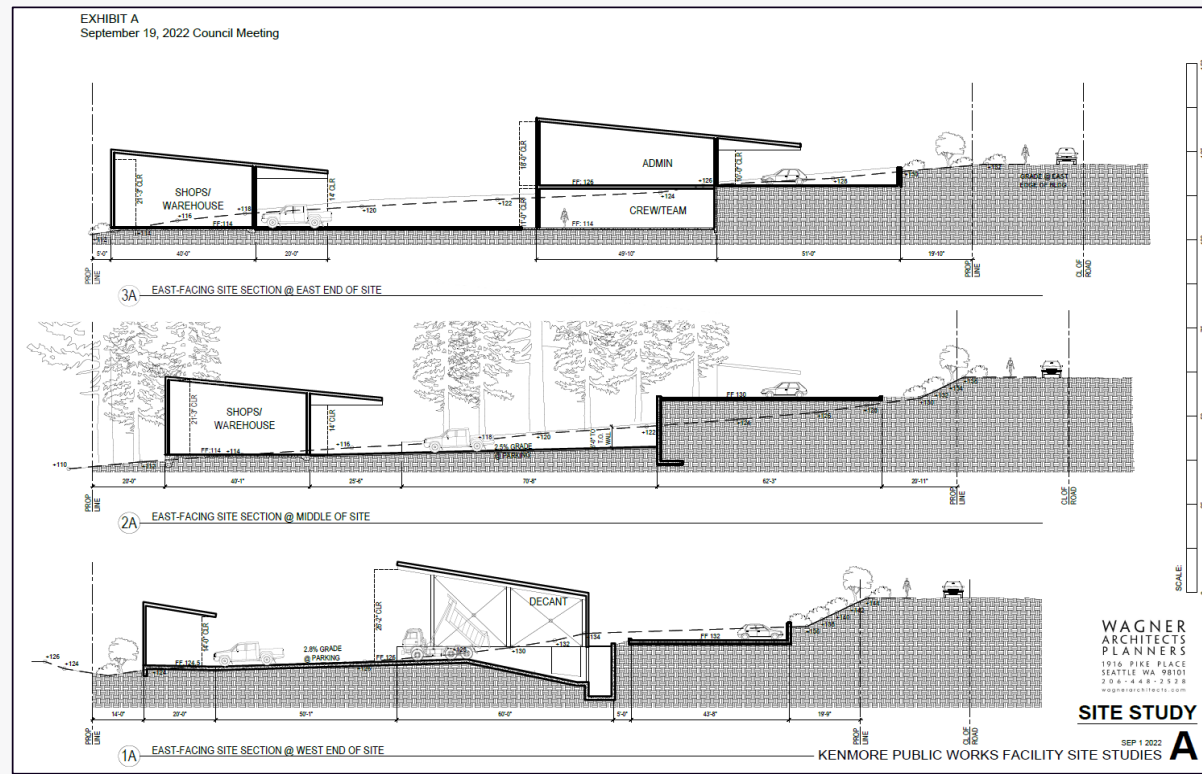
Improved operational use of site, uses existing changes in grade.

Public Works Facility



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Preliminary Site Option A



Option A Considerations

Lower operational costs.

Allows for multiple smaller operation/shop buildings that match interior needs – improving efficiencies in each building environment.

Allows space for open site parking

Estimate that this option is 4%-5% less expensive to construct.

Uses entire site, no land surplus.

Public Works Facility



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PUBLIC WORKS

Preliminary Site Option B



Current Aerial Photo of Site

Option B Considerations

Only provides space for current and near-term operations. Long-term operational (10+ years) needs are not met.

Lower probability of meeting Climate Action Plan goals.

Reduced area for solar arrays.

Not enough area for above ground cisterns. Can possibly construct more expensive below ground options.

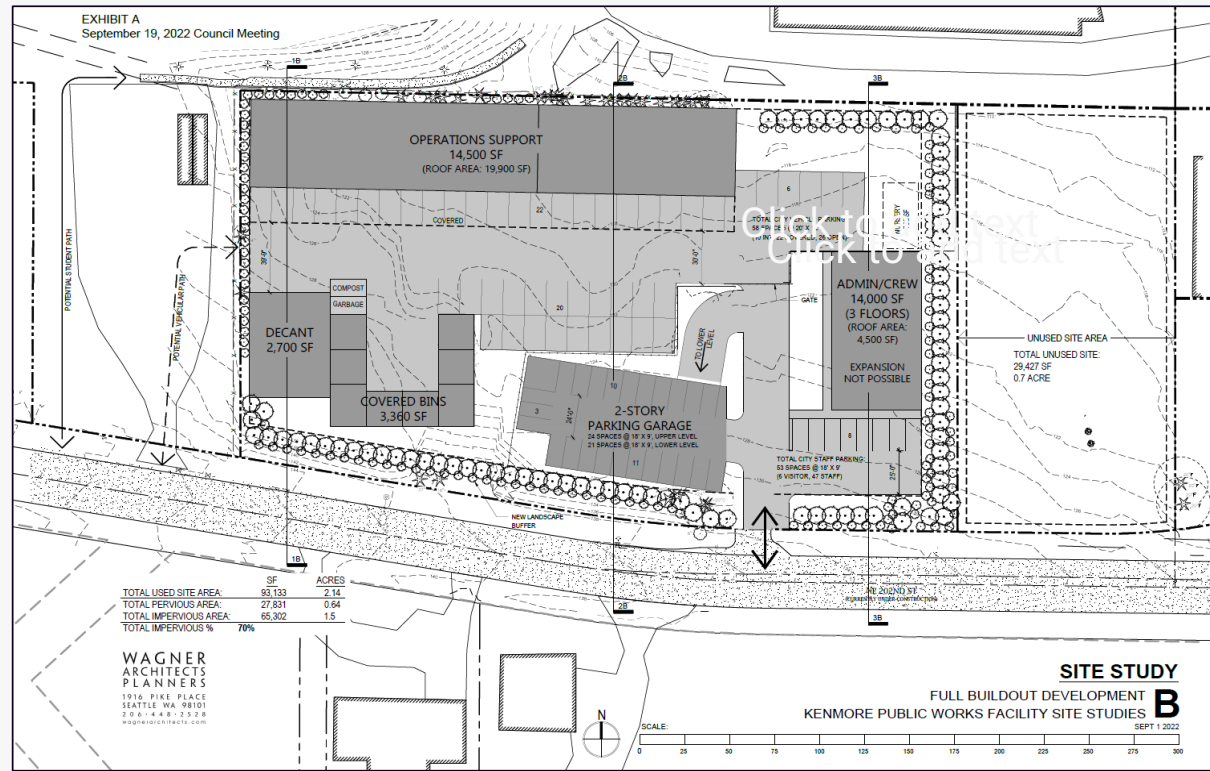
Most existing significant trees will be removed.

Public Works Facility



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PUBLIC WORKS

Preliminary Site Option B



Option B Considerations

Smaller site forces the administrative building up, requiring a 3-story building; 3-story building will be out of scale with the neighborhood and create more shade on the site.

May require more steel, increasing the carbon footprint.

Reduced area for high north facing windows for daylighting workspace.

Does not allow for future expansion of the administrative building.

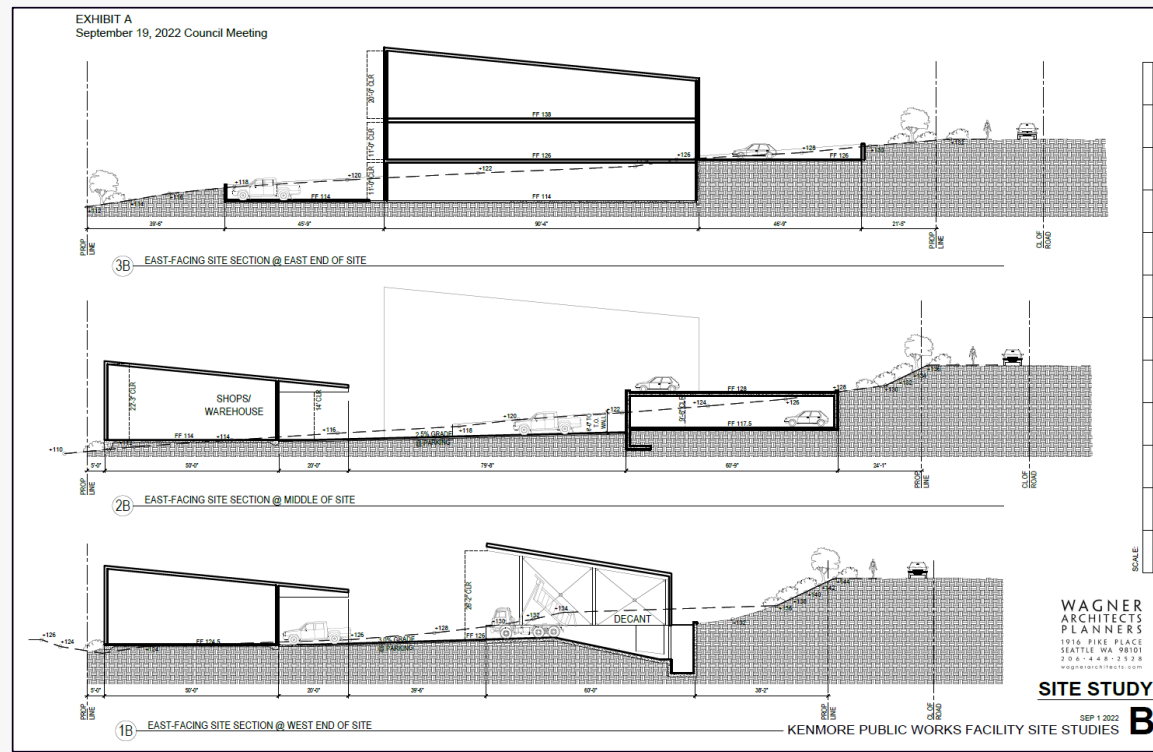
Less efficient operational use of site - can't maximize use of grade.

Public Works Facility



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PUBLIC WORKS

Preliminary Site Option B



Option B Considerations

Higher operational costs.

Will require one large operation/shop building, resulting in less efficient mechanical building operations.

Requires structured parking.

Estimate this option is 4%-5% more expensive to construct.

Leaves a land surplus of .7 acres.

Public Works Facility



CITY OF KENMORE
PUBLIC WORKS

Pros/Cons for Options A&B Summary

Option A Considerations	Option B Considerations
Provides space for current, near-term (6-10 years) and long-term (10+ years) operational needs are met.	Only provides space for current and near-term operations. Long-term operational (10+ years) needs are not met.
Higher probability of successfully meeting Climate Action Plan goals.	Lower probability of meeting Climate Action Plan goals.
Doubles available area for solar arrays.	Reduced area for solar arrays.
Provides above ground area for cisterns to include water reclamation systems (i.e. grey water reuse and irrigation).	Not enough area for above ground cisterns. Can possibly construct more expensive below ground options.
Saves most existing significant trees.	Most existing significant trees will be removed.
Larger area allows 2-story construction providing better fit with neighborhood character.	Smaller site forces the administrative building up, requiring a 3-story building; 3-story building will be out of scale with the neighborhood and create more shade on the site.
Mostly wood construction with lower carbon footprint.	May require more steel, increasing the carbon footprint.

Public Works Facility



CITY OF KENMORE
PUBLIC WORKS

Pros/Cons for Options A&B Summary

Option A Considerations	Option B Considerations
Allows for three times more floor area for high windows facing north for daylighting workspace	Reduced area for high north facing windows for daylighting workspace.
Allows for future expansion of the administrative building.	Does not allow for future expansion of the administrative building.
Improved operational use of site, uses existing changes in grade.	Less efficient operational use of site - can't maximize use of grade.
Lower operational costs.	Higher operational costs.
Allows for multiple smaller operation/shop buildings that match interior needs – improving efficiencies in each building environment.	Will require one large operation/shop buildings, resulting in less efficient mechanical building operations.
Allows space for open site parking	Requires structured parking.
Estimate that this option is 4%-5% less expensive to construct.	Estimate that this option is 4%-5% more expensive to construct.
Uses entire site, no land surplus.	A land surplus of .7 acres

Public Works Facility



CITY OF KENMORE
PUBLIC WORKS

Certifications

- Sustainable Building Certifications
 - LEED
 - Living Future
- Net Zero Carbon & Energy Certifications
 - LEED Zero Carbon
 - LEED Zero Energy
 - LFC Zero Carbon Certification
 - LFC Zero Energy Certification



Public Works Facility



CITY OF KENMORE
PUBLIC WORKS

Council Direction

- Direction for “carbon neutral”
 - Operational Only
 - Operational and Embodied Carbon
- Direction for Site Layout
 - Preliminary Site Layout A
 - Preliminary Site Layout B
- Direction for Certification
 - Obtain Certification(s)
 - Apply Certification Goals Only



Public Works Facility



CITY OF KENMORE
PUBLIC WORKS

Thank You!

Richard Sawyer, Environmental Services Manager

Jennifer Gordon, Operations Manager

Bob Wagner, Architect





City Council Business Agenda Item
City of Kenmore, WA

<p>Subject/Topic: Discussion of Regional Mobile Crisis Response Program Expansion</p> <p>Proposed Council Action/Motion: No action/motion. For discussion only.</p>	<p>For Council Meeting Agenda of: September 19, 2022</p> <p>Department: City Manager's Office</p> <p>Prepared by: Stephanie Lucash, Assistant City Manager</p> <table border="0"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;">SLL, 9/6/22</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">DR, 9/7/22</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">Is, 9/8/22</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">RGK 9/8/22</td></tr> </table> <p>Exhibits/Attachments: Draft Interlocal Agreement Draft Articles of Incorporation Budget Cover Sheet</p>		<u>Initial & Date</u>	Approved by Department Head:	SLL, 9/6/22	Approved by City Attorney:	DR, 9/7/22	Approved by Finance Director:	Is, 9/8/22	Approved by City Manager:	RGK 9/8/22
	<u>Initial & Date</u>										
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Approved by City Manager:	RGK 9/8/22										
<p><u>BACKGROUND</u></p> <p>In 2016, a pilot Risk Awareness, De-escalation, and Referral (RADAR) Program was launched in collaboration with the King County Sheriff's Office. RADAR program goals are to strengthen community/police partnerships, increase the connection of at-risk individuals with effective behavioral health services and treatments, enhance community and first responder safety by reducing the potential for police use of physical force, and reduce repeat calls for service. RADAR provides police officers with response plans designed to assist in the field with de-escalation and crisis intervention response and resources for officers to follow up with a Mental Health Professional (MHP) Navigator for at-risk individuals in the community.</p> <p>In 2019, the cities of Bothell, Lake Forest Park, Kenmore, Kirkland, and Shoreline entered into a three-year interlocal agreement for the North Sound RADAR program. The City of 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. While RADAR's goals have remained the same, the program has expanded to include co-response – meaning police and MHP Navigators respond to an incident together – to persons in mental health crisis. RADAR MHP Navigators currently spend roughly 25% of their time responding to in-progress calls with police across the five cities.</p> <p><u>RADAR EXPANSION AND NAME CHANGE TO COMMUNITY MOBILE CRISIS RESPONSE AGENCY</u></p> <p>Currently, RADAR services are provided five days a week; the partner cities are recommending expanding the program to seven-day-a-week coverage and also changing its name to the Community Mobile Crisis Response (CMCR) agency. To facilitate the expansion, the five RADAR cities have developed a program and governance model, budget, and funding structure through the creation of a new regional entity that would further the goals of all five cities, consolidate crisis response under one entity, and allow for future expansion.</p>											

Providing seven-day-a-week crisis response will require a 13-member team: an Executive Director, a non-field scheduled Lead, an administrative support position, and ten in-field Community Responders (Navigators). This level of staffing will provide an average of 16-hours per day/seven days per week of scheduled coverage. Non-scheduled coverage, primarily from 11 pm to 6 am, will be covered through on-call/call-out practices.

Recommended Staffing Model

	Hybrid Model – Pairs and Single MHP Navigators
Total MHP Navigator FTEs	10 FTE
Co-Responding Team	1-2 MHP Navigators, 1 or more First Responders
Number of Teams During Peak Hours	2 to 4
Total Annual Program Cost (2023 dollars)	\$1,868,206
One-Time Start Up Costs (vehicles, office set up, other equipment, reserve funds)	\$405,055
Proposed 2023 Kenmore Financial Contribution	\$130,693
Proposed One-Time Kenmore Start Up Costs Contribution	\$40,566
Total Proposed Kenmore Contribution in 2023	\$171,259

In addition to creating a program model that meets the community needs, the cities have worked to address the insurance requirements that have been barriers to hiring until this point. The cities have petitioned the Washington Cities Insurance Authority (WCIA) to change their coverage restrictions to cover mobile crisis response programs; 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.

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 behavioral 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 entity. There are currently three MHPs 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. The staffing plans rely on merging the current RADAR program with Kirkland's program and funding, with additional funds from the partner cities.

REGIONAL ENTITY INTERLOCAL AGREEMENT

Staff is recommending the creation of a non-profit regional entity for the operation of the Community Mobile Crisis Response agency. The member agencies (initially the five RADAR cities) would jointly control and oversee the program. The nonprofit is legally separate from the member agencies and bears primary responsibility and liability for the program. The member agencies will set the annual budget, hire the executive director, make operational policy and procedure decisions, and oversee the program's day-to-day operations. The cities have developed a proposed interlocal agreement and draft articles of incorporation; both documents are attached.

The cities are proposing to have one city, Kirkland, hire the staff, loan them to the regional entity and provide all the fiduciary responsibilities for the regional entity. Other programs using this model include A Regional Coalition for Housing (ARCH) and eCityGov. The RADAR employees 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.

Recommended Interlocal Agreement Elements

Element	Recommendation	Comments/Rationale
Executive Board Composition	All member (Principal) city managers/administrators with one nonvoting representative from the Operations Board	This structure works well with other ILA's such as ARCH and NORCOM and allows for key stakeholder input at the table when decisions are being made. A single alternate for each city would be allowed.
Meeting Quorum	Majority plus 1 (four)	
Operational Board	One operations board comprised of Police Chief (or designee) from each city plus at least one public safety dispatch and at least one fire representative	Opportunity to engage other stakeholders
Advisory Board(s)	Community Advisory Board 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
Principals and Subscribers	Cities only; city must be contiguous to another Principal to join	Risk is shifted to the Principals if there are subscribers; including subscribers allows the entity to limit the number of agencies on the Executive Board
Board Officers	President, Vice President, Secretary, Treasurer	
Frequency of Meetings	Not less than six times per year.	Board will meet at least once per month during the first year or more
Voting	Board will strive to operate by consensus. Certain actions require a supermajority vote such as budget adoption, admission of a new principal, and appointment or removal of the Executive Director	Ensure no Principal can act on their own
Indemnification	Principals indemnify other principals (member agencies); Principals and Agency indemnify each other.	
Initial ILA Term	6 years; no withdrawal within that period	

Next Steps: No action is required at this time, as tonight's item is for discussion only. Each of the cities are providing updates to their city councils during September to gather initial feedback on the regional entity model, draft ILA and articles of incorporation. Staff will take 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.

FISCAL CONSIDERATION:

The City's portion of this expansion is expected to cost \$171,259 in 2023. This request will be included in the City's upcoming 2023-24 biennial budget request. The table below shows the cost breakdown for the member cities and reflects the fact that Kirkland has agreed to pick up a larger share of costs for the first biennium since their community responder program had planned a higher level of service than the other cities. In the following biennium, the other cities' (including Kenmore's) contributions will go up when Kirkland's larger share goes down.

City	2023 On-going Costs (Kirkland Covers +3.5 FTEs)	April 1, 2022 Population	2023 On-going Costs Distributed Per Capita	2023 One- Time Costs	2023 On-Going (Kirkland Covers +3.5 FTEs & One-Time)
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

Currently, King County fully funds the RADAR program through the MIDD grant. This expansion proposes that the five participating cities fund the costs of the expanded program. Given that mental health services have been a county responsibility, and given current challenges in the City's operating budget, the City Manager's proposed 2023-2024 operating budget will not absorb this new cost. Rather, the City Manager will be recommending that Kenmore's share of the expansion be temporarily funded through a one-time source (such as Strategic Opportunities Fund) until a new, ongoing funding source can be identified and put into place. Examples of new funding sources may include the formation of a regional agency with voter-approved taxing authority, or a City Council-approved tax such as a garbage utility tax or a business and occupation tax.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal #7: Enhance Public Safety

COMMUNITY MOBILE CRISIS RESPONSE AGENCY
INTERLOCAL AGREEMENT

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[TO BE UPDATED PRIOR TO FINALIZING DOCUMENT]

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EXHIBITS AND APPENDICES

Exhibit A	2023-2024 Budget and Principal Budget Shares
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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 of 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	
EXPENSES					
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
TOTAL EXPENSES	\$405,056	\$2,456,607	\$2,554,655	\$5,011,262	\$5,416,318
REVENUES					
Grants/Other External Revenue*		\$588,400	\$508,400	\$1,096,800	\$1,096,800
TOTAL REVENUES		\$588,400	\$508,400	\$1,096,800	\$1,096,800
PROGRAM BALANCE (covered by Principals)	\$405,056	\$1,868,207	\$2,046,255	\$3,914,462	\$4,319,518

*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%
PRINCIPAL SHARES						
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
TOTAL 2023-2024	\$660,454	\$325,099	\$2,336,132	\$183,804	\$814,029	\$4,319,518

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 5th 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 5th 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 101st Avenue N.E.
Bothell, WA 98011

[____], City Manager
City of Kenmore
18120 68th 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 101st Avenue N.E.
Bothell, WA 98011

[_____] , City Manager
City of Kenmore
18120 68th 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]

Community Mobile Crisis Response Agency 2023-2024 Budget Cover Sheet

Summary

The proposed 2023-2024 budget for the Community Mobile Crisis Response (CMCR) 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.

Table 1. 2023-2024 Budget

City Contributions & Grants	2023 One-Time	2023 On-going	2024 On-going	2023-2024 Total	Preliminary ¹ 2025-2026 Total
Bothell	\$82,412	\$265,509	\$312,532	\$660,454	\$896,013
Kenmore	\$40,566	\$130,693	\$153,839	\$325,099	\$441,049
Kirkland	\$157,567	\$1,070,865	\$1,107,700	\$2,336,132	\$1,713,116
LFP	\$22,935	\$73,891	\$86,978	\$183,804	\$249,360
Shoreline	\$101,575	\$327,248	\$385,205	\$814,029	\$1,104,362
Total City Contributions	\$405,055	\$1,868,206	\$2,046,255	\$4,319,518	\$4,403,900
Total Grant Revenue²	\$0	\$588,400	508,400	\$1,096,800	\$944,400
Total Program Costs	\$405,055	\$2,456,607	\$2,554,655	\$5,416,318	\$5,348,300

Member Agency Contributions

The five member agencies, Cities of Bothell, Kenmore, Kirkland, Lake Forest Park, and Shoreline agreed to split the one-time start-up costs equitably among the cities on a per-capita basis. The 2023-2024 on-going costs are shared among the cities, too, but using a different formula. When the original RADAR program expansion was proposed, City of Kirkland was unable to justify increased contributions to RADAR in addition to its on-going, higher investment in the new Kirkland-only Community Responder program. However, if Kirkland chose not to participate in the RADAR expansion, the financial feasibility of expansion for the other member cities may have been difficult due to Kirkland having the largest population and, therefore, the largest proportional share of the expenses. Instead, Kirkland proposed merging and further expanding the two programs with Kirkland covering total costs for 3.5 FTEs and two vehicles, roughly \$550,000 in the first year, with remaining program costs allocated equitably on a per-capita basis among all five cities. During interlocal agreement negotiations, the five cities agreed to use this allocation formula for 2023-2024 and transition to sharing all program costs equitably on a per-capita basis starting in 2025-2026.

¹ The preliminary 2025-2026 budget is based on current level of services and may be subject to change.

² The budget assumes MIDD funding will be awarded at \$436,000 in 2023-2024 and sustained through 2025-2026. Other sources of assumed grant revenue are from WASPC and the DOJ grants.

Other Revenues

The 2023-2024 budget assumes over \$500,000 in grant revenue per year, covering roughly 20% of the total biennial operating costs. Assumed grants include:

- \$436,000 per year from King County's Mental Illness Drug Dependency (MIDD) levy,
- \$72,400 per year from the Department of Justice, and
- \$80,000 in 2023 from the Washington Association of Sheriffs and Police Chiefs (WASPC).

Expenses

The CMCR Agency budget is designed to fully support operations for a 13 FTE program, with biennial expenses budgeted at just over \$5M. Categories of expenses, and budget assumptions, are further detailed by category. A general annual inflation of 3% is applied to all line items other than personnel.

Personnel (82%): Includes salaries and benefits for 1 FTE Executive Director, 1 FTE Program Supervisor, 1 FTE Administrative Assistant, and 10 FTE Responders, background check costs, and overtime to staff the graveyard shift on an on-call basis. Cost of living adjustments are budgeted at 8.5% in 2023 and 4% in 2024³. The budget also assumes an annual turnover rate of 3.0 FTE.

Miscellaneous (8%): Includes insurance for the agency and Responders, marketing budget, and recovery support items such as gift cards for food, cell phones for individuals experiencing homelessness to contact case managers, motel vouchers, etc. This category also includes a 5% operating reserve, 2.5% contingency reserve, admin agent fee charged by the City of Kirkland to host the program, and a charge for use of office space at the City of Kirkland.

IT, Supplies, and Furniture (6%): Includes desks, chairs, printers, laptops, tablets, IT operating charge per FTE, phones, database hosting costs, and asset replacement for any technology. The budget includes asset replacement costs for the phones.

Professional Services and Training (2%): Includes budget for quality improvement and audit consultants, database development and other professional services, and travel, registration, and training budgets for the Responders.

Clothing and Equipment (1%): Includes clothing, ballistic vests, boots, radios, and other PPE for the Responders. The budget includes asset replacement costs for the vests and radios.

Vehicles (1%): Includes purchase of two vehicles for the Responders and fuel, maintenance, and asset replacement costs for four vehicles (including the additional two vehicles Kirkland has already purchased).

³ Note that the COLA assumptions are preliminary. The City of Kirkland, which would serve as the fiscal agent for the program, has not yet set its COLA rates for 2023 and 2024.

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

Section	Summary
Introduction and Recitals	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. The Interlocal Agreement serves as the foundation of and the key organizational document for the new entity.
Section 1 – Creation of Community Mobile Crisis Response Agency.	Affirmatively authorizes the formation of a new regional mobile crisis response agency, hereinafter called the “Community Mobile Crisis Response Agency” (the “Agency”).
Section 2 – Term of Agreement.	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.
Section 3 – Definitions.	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.
Section 4 – Agency Goals.	Outlines the goals of the Agency, including providing a consolidated and standardized mobile crisis response program operation throughout the jurisdictions served by the parties.
Section 5 – Agency Services.	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.
Section 6 – Agency Powers.	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.
Section 7 – Executive Board; Composition and Operation.	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. 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

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>
Section 8 – Public Records.	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.
Section 9 – Advisory Groups; Principal’s Assembly.	<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>
Section 10 – Executive Director.	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.
Section 11 – Personnel Policy.	In the event that the Agency has its own employees, the Executive Director shall prepare a personnel for approval by the Executive Board.
Section 12 – Budget, Payment of Budget Shares, Delinquencies and Reserve Funds.	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.
Section 13 – Use of Agency Funds.	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.
Section 14 – Addition of New Principals.	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.

Section	Summary
Section 15 – Fiscal Agent, Contract and Support Services.	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.
Section 16 – 17	Administrative provisions regarding retained powers of Principals and with respect to inventory and property owned by or loaned to the Agency.
Section 18 – Withdrawal by or Termination of Principal.	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.
Section 19 – Amendment of Agreement.	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.
Section 20 – Termination of Agreement; Dissolution of Agency.	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.
Section 21 - 32	Administrative provisions for dispute resolution, joint indemnification, notice, intergovernmental cooperation, choice of law, venue, general compliance with laws, and other related provisions.
Section 33 – Termination of 2019 Agreement	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.
Section 34 – Execution, Counterparts and Effective Date	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).
Exhibit A	2023-2024 agency budget and shares

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

Section	Summary
Introduction and Purpose	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.
Article I - Name	States the name of the corporation as the Community Mobile Crisis Response Agency.
Article II – Duration	Duration of the Agency for purposes of nonprofit status is perpetual.
Article III – Purposes	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.
Article IV – Prohibited Activity	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.
Article V – Powers	Powers of the Agency are those set forth in the Interlocal Agreement and state law.
Article VI – Members	Members of the Agency must be governmental agencies, specifically cities. As used in the Articles, “Members” mean “Principals” as defined in the Interlocal Agreement.
Article VII – Distribution Upon Dissolution	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.
Article VIII – Article X	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.
Article XI – Directors	The initial Board of Directors shall consist of the five members of the Executive Board.
Article XII – Officers	Articles mirror the Interlocal Agreement and provide that the Agency shall have four officers – a President, Vice-President, Secretary and Treasurer.

Section	Summary
Article XIII – Incorporators	Provides that the incorporators of the Agency will be the members of the initial Executive Board.
Article XIV – Limitation of Director Liability	Limits personal liability of members of the Executive Board.
Article XV – Indemnification	Provides for Agency indemnification of directors and officers.
Article XVI – Conflicts	Provides that if there is a conflict between the Interlocal Agreement and the Articles, the Interlocal Agreement will control.
Article XVII – Date of Incorporation	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.
Article XVIII – No Corporate Stock; No Distribution of Surplus Funds	Reiterates that the Agency will have no capital stock or disperse surplus funds to its members, stockholders or other persons.

Data for Kenmore Council Meeting 9/19/22

1. RADAR Navigator Program history of services

	Kenmore		All five cities		Kenmore as a percentage of all	
	Individuals served	Service encounters	Individuals served	Service encounters	Individuals served	Service Encounters
2019	25	36	316	446	7.9%	8.1%
2020	32	56	571	933	5.6%	6%
2021	27	51	394	987	6.8%	5.2%
Q1-Q2 2022	11	20	339	597	3.2%	3.3%

Note: Kenmore Per Capita multiplier used in budget assumptions = 10.0978

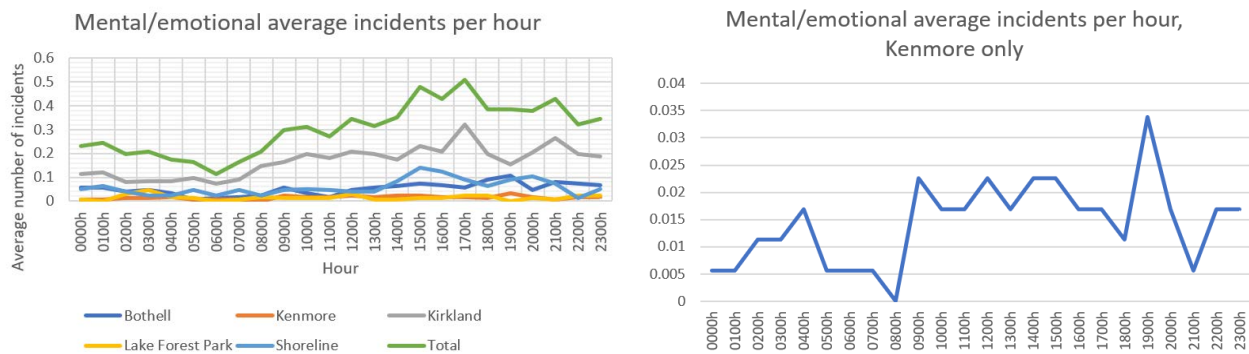
2. Kenmore PD call type data

Data pull: Calls for Service (CFS) and Officer-Initiated incidents with relevant incident types/ clearing codes. For the purposes of this document, “calls” will refer to the total of both CFS and officer-initiated.

Date range: 1/1/2022-6/26/2022 (26 weeks/177 days)

All potentially relevant calls* = 5% of total calls in Kenmore

Mental emotional calls only = 1.4% of total calls in Kenmore



*Clearing codes pulled:

CODE	TYPE	DESCRIPTION
200	CONTROLLED SUBSTANCE VIOLATION	CONTROLLED SUBSTANCE VIOLATION
201	CONTROLLED SUBSTANCE VIOLATION	FORGED PRESCRIPTIONS
203	CONTROLLED SUBSTANCE VIOLATION	OVERDOSE, DRUG
206	CONTROLLED SUBSTANCE VIOLATION	SODA ENFORCEMENT
210	VICE	PROSTITUTION
232	MISCELLANEOUS CRIMES	SUICIDE, ATTEMPT
363	PUBLIC HAZARDS/NUISANCE	DISORDERLY CONDUCT
365	PUBLIC HAZARDS/NUISANCE	DRUNKENNESS
371	PUBLIC HAZARDS/NUISANCE	MENTAL COMPLAINTS
372	PUBLIC HAZARDS/NUISANCE	MISCHIEF & NUISANCE
563	SERVICE CALLS	PERSON LOST, FOUND, OR MISSING (NOT RUNAWAY)
567	SERVICE CALLS	WELFARE STATUS
600	METRO TRANSIT AND FACILITIES	UNLAWFUL TRANSIT/BUS CONDUCT
611	METRO TRANSIT AND FACILITIES	SLEEPER REMOVAL

2022 COUNCIL COMMITTEE LIST

APPOINTMENT BY THE CITY COUNCIL

Name of Regional Board/Committee	Position or Informational?	Meeting Schedule & Location	City Representative(s)
ETP - Eastside Transportation Partnership King County Transportation Dept.	2 Voting Positions	2 nd Friday, 7:30 – 9:30 a.m. Bellevue School District Office Room 200 (Old Boardroom)	Nigel Herbig Angela Kugler Corina Pfeil (Alternate)
SeaShore Transportation Forum King County Transportation Dept.	2 Voting Positions	1 st Friday, 7:30 – 9:30 a.m. Shoreline City Hall	Angela Kugler Melanie O’Cain
SCA PIC - Public Issues Committee Sound Cities Association (SCA)	1 Voting Position	2 nd Wednesday, 7:00 p.m. Renton City Hall	David Baker Corina Pfeil (Alternate)
WRIA #8 – Water Resource Inventory Area #8 Salmon Recovery Council	1 Voting Position	3 rd Thu every other month 3:00 – 5:30 p.m. (Jan, Mar, May, Jul, Sep, Nov) Bellevue	Melanie O’Cain Vacant (Alternate)
Northshore Fire District Liaison			Nigel Herbig (Designee)
Northshore Park and Recreation Board	1 Voting Position	Meets approx. once every two months. Northshore Senior Center, 10201 E. Riverside Drive, Bothell	Debra Srebnik Corina Pfeil (alternate)
Northshore Performing Arts Advisory Board		To be discontinued?	Debra Srebnik

OTHER REGIONAL AND NATIONAL BOARDS & COMMITTEES THAT KENMORE SERVES ON (NOT APPOINTED BY THE COUNCIL)

Name of Regional Board/Committee	Position or Informational?	Meeting Schedule & Location	City Representative(s)
SCA Board of Directors Sound Cities Association (SCA)	1 Voting Position	4 th Thursday, 9:30 – 11:30 am March, May, July, Sept, Oct, Nov Renton City Hall	David Baker (past President of SCA)
BOH – Board of Health Sound Cities Association (SCA)	½ Voting Position	3 rd Thursday, 1:30 - 3:30 pm County Council Chambers	David Baker
Harborview Hospital Board of Trustees	1 Voting Position	Meets two times a month	David Baker, 2 nd Vice President
AWC – Federal Legislative Committee	2 Voting Positions		David Baker
AWC Nominating Committee	1 Voting Position		David Baker
Northend Mayor’s Meeting	Informational	1 st Tuesday of each month, 11:30 am – 1:00 p.m., virtual for now	Mayor
Coffee with Council	Informational	1 st Monday, 7:30; and 3 rd Saturday, 8:00, virtual for now	Up to three Councilmembers can “accept” meeting request
North Lake Washington Mayor’s	Informational	2 nd Thursday, 7:30 a.m. Various Locations	Mayor
NLC – Board of Advisors	1 Position	Meets three times a year	David Baker
NLC ITC - Information Technology & Communications Committee	1 Position	Meets three times a year	David Baker
NLC Human Development Committee	1 Voting Position	Meets three times a year at the three NLC conferences	Corina Pfeil
NLC – University Board of Advisors	1 Position	Meets three times a year	David Baker

Updated 1/13/2022

Name of Regional Board/Committee	Position or Informational?	Meeting Schedule & Location	City Representative(s)
NLC-UCC – University City Council Steering Committee	1 Position	Meets three times a year	David Baker
NLC – Council on Youth, Education and Families	2 Positions	Meets three times a year	David Baker
NLC – University Fellows	2 Positions		David Baker
PSRC Executive Board			David Baker
Federal Legislative Committee			David Baker
Sound Transit Board of Directors	1 Voting Position	Meets 3 times a month	David Baker
Eastside Pride PNW	1 Position	Meets 2 times a month	Corina Pfeil
NSD Capital Bond Planning Committee	1 Position	Meets 2 times a month	Corina Pfeil
King County YMPEP Steering Committee	1 Position	Meets 2 times every 6 months	Corina Pfeil
Affordable Housing			Nigel Herbig
Growth Management Planning Council (GMPC)			Debra Srebnik
Local Hazardous Waste Management Program (LHWMP) Management Coordination Committee (MCC)			Corina Pfeil

Name of Regional Board/Committee	Position or Informational?	Meeting Schedule & Location	City Representative(s)
Regional Transit Committee (RTC)			Nigel Herbig