

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

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	operations administered by the Executive Director. Officers of the Executive Board will be the President, Vice-President, Secretary and Treasurer. 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. 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. 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.
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.	Forms an Operations Board to serve in an advisory capacity to the Executive Director and the Executive Board. Authorizes the formation of one or more Community Advisory Groups comprised of individuals with experience as Community Members in Crisis or similar. 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.
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.	The Executive Director shall prepare a personnel policy 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.

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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