

INTERLOCAL AGREEMENT

BETWEEN

SNOHOMISH COUNTY

AND

CITY OF ARLINGTON

REGARDING

LAW ENFORCEMENT EMBEDDED SOCIAL WORKER

This INTERLOCAL AGREEMENT (the "ILA" or "Agreement") is entered into between SNOHOMISH COUNTY, hereinafter "the County" and the CITY OF ARLINGTON, hereinafter "the City", a municipal corporation, pursuant to Chapter 39.34 RCW. The County and the City (collectively, "the parties") hereby agree as follows:

I. PURPOSE

- A. The purpose of this Agreement is to set forth the duties between the County and the City of Arlington with regard to a pilot program that embeds a County social worker with the City of Arlington Police Department (APD), to be known as the Law Enforcement Embedded Social Worker ("LEESW"). The goal of the LEESW program is to provide an alternative police response to those people with social service needs within and/or directly impacting the City of Arlington. By sharing work space with a social service worker at APD partnerships will be created between APD and the social service agencies in the region. The LEESW will provide assistance with police response to those in the community who are homeless and have needs related to mental illness, alcohol and drug addiction, veteran status, housing, medical, concerns and/or financial needs. This program aims to bridge gaps between law enforcement response and the social needs of people in the community so that people are more likely to get the help and support they need, and less likely to be repeatedly contacted and/or incarcerated. This program aims to allow officers to focus on other criminal issues within the City of Arlington. This program will focus on the people most in need and will provide them with the resources that will help include quality of life.
- B. Both parties agree to work collaboratively to comply with the intent of this Agreement. Activities by APD and LEESW will include, but not be limited to, the identification, assessment, and referral of homeless adults with behavioral and/or other health issues to available services in the community based on an individualized assessment of the needs of each such person.

II. OBJECTIVE AND STRATEGIES

The parties mutually acknowledge the following objectives and strategies with respect to this Agreement:

- A. Establish better coordination and partnerships between social services providers and law enforcement.
- B. Improve response and provide better follow-up with the chronically homeless and frequent utilizers of social services and emergency services.
- C. Reduce the draw on law enforcement resources.
- D. Maintain data on how the LEESW program is affecting those with social service needs in the region.
- E. Engage, motivate, and support individuals in accessing services and making positive life changes.
- F. Strategies used by the LEESW to achieve these objectives may include without limitation:
 - 1. Providing outreach, engagement and liaison support to those people that are encountered by law enforcement on a reoccurring basis.
 - 2. Providing training to law enforcement on social service resources.
 - 3. Developing a procedure for identifying and screening people with social service needs.
 - 4. Developing a network of working relationships with: the Triage Center, voluntary teams, Snohomish County Jail, Detox provider, emergency housing providers and other social service providers.
 - 5. Follow-up with identified individuals in an effort to bridge gaps between police contacts and social services.

III. ADMINISTRATOR; NOTICE; POINTS OF CONTACT

- A. The APD Chief of Police shall serve as the Administrator of this Agreement.
- B. Official notices to each of the parties, respectively, shall be provided to the individual Points of Contact designated below:

To the City:
Jonathan Ventura
Chief of Police
Arlington Police Department

To the County:
Anji Jorstad
Behavioral Health Supervisor
Snohomish County Human Services

IV. REFERRAL PROCESS

The parties will work collaboratively to establish a process for referral of individuals into the pilot program established under this Agreement. This includes without limitation eligibility assessments by County staff. Persons without a demonstrable behavioral health issue may be referred for alternative services according to individual need and service availability.

V. GEOGRAPHICAL LOCATION

In performing services under this Agreement, the LEESW will focus primarily within the jurisdiction of the City but may also from time to time assist with outreach in areas that have an immediate nexus to and impact upon the City.

VI. COMMITMENT OF RESOURCES

- A. The City agrees to commit the following resources to the pilot program established under this Agreement:
1. Approximately one half of the total cost of employing the embedded social worker—provided to the County as outlined in Article XIV of this Agreement.
 2. Reasonable access to work stations within the City for the LEESW.
 3. Subject to reasonable availability and City-determined prioritization, Law Enforcement dedicated resources to support the objectives of this pilot program—primarily through the APD's Deputy Chief of Police and patrol division.
 4. Utilization of crime analysis data, on an as-needed basis, for evaluation of crime trends associated with chronic utilizers of police services.
 5. Training for the LEESW, as reasonably appropriate and available.
 6. Other equipment including personal protective equipment (PPE) determined appropriate by the APD.
- B. The County agrees to commit the following resources to the pilot project established under this Agreement:

1. One full-time social worker (the LEESW) who will be embedded half-time (0.5 FTE) at the APD, and during the remaining half-time will be embedded with the Snohomish County Sheriff's Office of Neighborhoods.
2. Sufficient funding to cover the program costs not funded by the City, as provided in Article XIV of this Agreement.
3. Supervision and training for the LEESW.
4. Except as expressly provided in this Agreement, all necessary equipment, tools and materials for the LEESW to perform his/her duties, specifically including _____ without _____ limitation:
 - i. Snohomish County Human Services identification.
 - ii. Clothing that is necessary for outdoor working conditions, not to exceed \$250 annually.
 - iii. Vehicles and/or other transportation means necessary for the LEESW to perform his/her duties hereunder, to include mileage reimbursement for use of personal vehicle during work hours.
 - iv. Other equipment determined necessary and mutually agreed upon by the parties.
5. The parties jointly agree to commit use of facilities, i.e., phones, furniture, copy machines, fax as reasonably available. Provided, that resource allocation shall be determined jointly on an ongoing basis with reasonable and good faith consideration afforded to the parties' respective budgets and workload constraints.

VII. SUPERVISION; EMPLOYMENT STATUS; INSURANCE

- A. The Outreach Team's designated team leader shall generally oversee the day-to-day operations of the pilot program which will include the LEESW as a member. However, team members, specifically including without limitation the LEESW, will remain formally under the supervision of their respective agencies and their supervisors in their respective agencies.
- B. The parties will communicate regularly to review operations and discuss any needed project adjustments.
- C. Each team member shall be responsible for complying with their respective agency's policies and procedures.

- D. Neither the LEESW nor the APD police officers are agents of the other party, respectively, neither shall act as the agent of the other.
- E. The LEESW shall be and remain a County employee at all times relevant to this Agreement. Without limitation of the foregoing, no employment relationship shall be created under this Agreement between the City and the LEESW and/or any other employee of the County, or between the County and any employee of the City. The City shall not be liable for, nor obligated to pay to the County, or any employee of the County, specifically including without limitation the LEESW, compensation, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to LEESW which may arise as an incident of the LEESW performing services hereunder. Without limitation of the foregoing, the City shall not be obligated to pay industrial insurance for the services rendered by the LEESW.
- F. The County shall procure and maintain at all times relevant to this Agreement liability insurance coverage for the LEESW and any vehicle used by the LEESW in performing services under this Agreement in the same manner and in the same coverage amounts as provided for other County employees.

VIII. STANDARD OPERATING PROCEDURES

The following operating procedures may be supplemented in writing or by practice. The following is not intended to be an exclusive or exhaustive set of policies and procedures.

- A. Hours of Operation: Hours of operation for the LEESW will be determined and agreed upon by the parties.
- B. Information Sharing: To the extent allowed by law, the LEESW shall share information about his/her activities under this Agreement with the APD. The LEESW shall upon the City's request participate in administrative hearings, including without limitation hearings concerning officer discipline, related to activities the LEESW may witness in performing his/her duties under this Agreement. The LEESW shall assist APD officers upon the City's request by providing written statements and will testify in court proceedings as required. APD officers shall reasonably cooperate with the LEESW by providing incident reports, statements, and offender photos as allowed by law. Any release of records or other information shall comply with APD and Snohomish County policies related to confidentiality, as well as applicable state and federal law.
- C. Community Contact: The LEESW shall engage and communicate with the Monroe community, including without limitation providing outreach, presentations to community groups and training.

IX. OUTREACH, ENGAGEMENT AND LIAISON ACTIVITIES

It is anticipated by the parties that persons contacted through the pilot project established under this Agreement are likely to fall into one of the three following groups, each requiring different outreach, engagement and liaison approaches:

A. Social contacts made with those persons in need of social services.

Action: The LEESW will attempt to provide the appropriate referral based on the needs of the contact. The LEESW will follow-up, as necessary to see if the contact has utilized the resources provided. Data will be maintained on these contacts in accordance with applicable law.

B. Arrested individuals referred to the LEESW in lieu of booking.

Action: When APD officers arrest, but choose not to book an individual who is in need of social service needs, the APD officers may work with the LEESW to provide the arrestee with an alternative to the arrest. The LEESW will then attempt to provide the appropriate referral based on the needs of the arrestee. The LEESW will then follow-up, as necessary, to determine if the arrestee has in fact utilized the resources provided. Data will be maintained on these contacts in accordance with applicable law.

C. Arrested individuals booked into jail.

Action: When APD officers arrest and book an individual with social service needs, they may refer the LEESW to the individual. As necessary, the LEESW will work with the prosecutor and/or jail transitional services to help determine conditions of sentencing and/or release that will motivate arrestees to seek the treatment they need. Data will be maintained on these contacts in accordance with applicable law.

X. ROLES AND RESPONSIBILITIES DURING CONTACT

A. The LEESW will be making contact with people in need of social services both in the field and at their assigned duty station or business office. The LEESW will conduct outreach as deemed necessary and interact with people with varying degrees of mental health problems, addiction issues, housing needs, and other service needs.

B. If the person contacted by the LEESW also has warrants, the decision on whether to book the person or get them into social services will be made after a discussion with the Outreach Team's designated team leader or his/her designee. Absent bookings that are mandated by state law, the booking of the person will be discretionary and based upon the APD's discretionary judgment

as to what approach will be in the best interest of the person and the community.

- C. The LEESW is not expected to conduct criminal interviews and is not acting as an agent of the APD during outreach in the community. However, if the LEESW is subpoenaed as a result of his/her coordinated effort with APD, the LEESW shall appear and testify.

XI. STATISTICS AND EVALUATION

- A. The LEESW pilot program established under this Agreement will be funded through December 31, 2019, subject to appropriation, and then evaluated by the parties for efficiency and impact.
- B. The LEESW will maintain a log and record statistics on his/her work with APD which can be evaluated on a regular basis. Those statistics may be used to map any trends in the target demographic. The results of the evaluation will be forwarded to each party for review.
- C. Measures for the above-referenced evaluation may include, without limitation, the following:
 - 1. Number of contacts: Include date, time, name, date of birth, contact address, home address (if applicable), stop reason, want/warrant status
 - 2. APD charge/case number (if applicable)
 - 3. Amount of hours the LEESW spent on outreach
 - 4. OT or regular duty
 - 5. Name of officers involved in outreach
 - 6. Name of any social service groups involved in outreach
 - 7. Result of contact: i.e., referral, placement, refusal, etc.
 - 8. Underlying issue: mental health, substance abuse, financial issues, etc.
 - 9. Training conducted
 - 10. Meetings attended
 - 11. Other relevant measurements

XII. INDEMNIFICATION & HOLD HARMLESS

Each party shall protect, save harmless, indemnify and defend the other party, its elected officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the first party in performance of this Agreement by itself, its elected or appointed officials, officers, employees or agents, except to the extent such loss or claim is attributable to the negligence or willful misconduct of the second party, its elected officials, officers, employees or agents.

To the extent that a loss or claim hereunder arises out of the joint or concurrent negligence of both parties, the parties' respective liabilities shall be as provided by the laws of the State of Washington.

Each party's waiver of immunity under Title 51 RCW above, made solely for the purposes of this indemnification, has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

XIII. TERM; TERMINATION

This Agreement shall be effective upon either 1) recording of the Agreement with the Snohomish County Auditor or 2) posting on each agency's web site and shall continue in effect until December 31, 2019 unless terminated as provided herein or mutually extended by written agreement of the parties. Either party may terminate this Agreement with or without cause by providing the other party with at least thirty (30) days written notice. Termination of the Agreement will not result in a refund of payments previously remitted for that calendar year.

XIV. DIVISION OF LEESW PROGRAM COSTS

Annual Costs for LEESW (1 FTE)	
Salary*	\$ 69,814.00
Benefits**	\$ 33,280.00
Total	\$ 103,094.00
Supplies***	\$ 1,000.00
Indirect/FTE ^	\$ 16,375.00
Total Cost/FTE	\$ 120,469.00

*Based on a full-time Mental Health Community Support Specialist entry-level employee in the "MHCSS" category.

**Benefits estimated at 45% of salary, and may vary slightly depending on the number of dependents, type of health and dental plans that are chosen, etc. The parties mutually acknowledge that this estimate is consistent with employees in similar positions.

***Employee clothing, safety equipment, general supplies, etc.

^Based on 2018 fixed costs in the LEESW program category at Human Services and prorated reimbursables. Also known as "burden" or billable costs, this indirect cost estimate is based on the number of FTE's in the Behavioral Health Program.

Total cost for 2019 estimated at the same values as 2018.

- A. The City will contribute roughly one half (\$60,234 per year) of the total cost of the LEESW. The remaining cost will be the exclusive responsibility of the County.
- B. The City shall remit payment of the above-amount to the County in equal quarterly installments.

- C. Pursuant to RCW 43.09.210, the parties mutually acknowledge that the services provided under this Agreement are being compensated at their full and true value.

XV. MISCELLANEOUS

A. Public Records Act

This Agreement and all public records associated with the Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the City are needed for the County to respond to a request under the Act, as determined by the County, the City agrees to make them promptly available to the County. If the City considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the City shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the City and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the City (a) of the request and (b) of the date that such information will be released to the requester unless the City obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the City fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the City to claim any exemption from disclosure under the Act. The County shall not be liable to the City for releasing records not clearly identified by the City as confidential or proprietary. The County shall not be liable to the City for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

B. Conflicts between Attachments and Text.

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

C. No Third Party Beneficiaries

The provisions of this Agreement are for the exclusive benefit of the County and the City. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

D. Governing Law; Venue

This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

E. Severability

Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

F. Authority

Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the City, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the City, as the case may be.

G. Survival

Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

H. Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

I. Amendments

No changes or additions shall be made to this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

J. Filing; Posting

Pursuant to RCW 39.34.040, a fully executed copy of this Agreement shall be filed with the office of the Snohomish County Auditor or posted by subject on a party's website.

SIGNED:

Barbara Tolbert
Barbara Tolbert, Mayor
City of Arlington

SUSAN NEELY
Executive Director

4/24/18
Date

Susan Neely for
Dave Somers, Executive
Snohomish County

3-27-18
Date

COUNCIL USE ONLY	
Approved:	<u>3-21-18</u>
Docfile:	<u>D-7</u>