

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2019

AGENDA ITEM:	
Interlocal Agreement between Snohomish County and the City of Marysville regarding Law Enforcement Embedded Social Worker	
PREPARED BY:	DIRECTOR APPROVAL:
J. Goldman, Interim Chief	
DEPARTMENT:	
Police Department	
ATTACHMENTS:	
Interlocal Agreement Between Snohomish County and the City of Marysville	
BUDGET CODE:	AMOUNT:
00104 840.551000	Estimated Annually - \$158,420.72 (2020) / 167,182.08 (2021)
SUMMARY:	

The attached Interlocal Agreement between Snohomish County Human Services and the City of Marysville provides the administrative framework to a program deemed, "Law Enforcement Embedded Social Worker".

This partnership with the Marysville Police Department encompasses Snohomish County Human Services Department, Snohomish County Sheriff's Office and the Arlington Police Department.

The collaboration between Social Services and Law Enforcement provides an alternative to typical police responses for our population suffering from mental illness, homelessness, and/or addictions through a deliberate social service intervention.

This new attached Interlocal Agreement increases the City of Marysville's funding obligations from 50% to 100% of the assigned social worker's salary and benefits, currently Rochelle Long, from January 1, 2020 through December 31, 2021.

Additionally, this ILA allows the assigned social worker to concentrate 100% of their working schedule within the city of Marysville. The Social Worker will still be employed by the Snohomish County Human Services Department which allows the City of Marysville access to all pertinent Snohomish County social services programs and benefits.

RECOMMENDED ACTION: Staff Recommends that City Council authorized the Mayor to approve and sign the Interlocal Agreement between Snohomish County and the City of Marysville for the increased "Embedded Social Worker" Funding.

INTERLOCAL AGREEMENT

BETWEEN

SNOHOMISH COUNTY

AND

CITY OF MARYSVILLE

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 MARYSVILLE, 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 Marysville with regard to a program that embeds a County social worker with the City of Marysville Police Department (MPD), 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 Marysville. By sharing work space with a social service worker at MPD, partnerships will be created between MPD 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 Marysville. This program will focus on the people most in need and will provide them with the resources that will help improve their quality of life.
- B. Both Parties agree to work collaboratively to comply with the intent of this Agreement. Activities by MPD 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 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, Withdrawal Management providers, 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 MPD 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:
Jeffrey Goldman
Interim Chief of Police
Marysville 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 program established under this Agreement. This includes without limitation eligibility assessments by County staff. Individuals 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 program established under this Agreement:

1. The total cost of employing one 1.0 FTE 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 program—primarily through the MPD'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; and
6. Other equipment including personal protective equipment (PPE) determined appropriate by the MPD.

B. The County agrees to commit the following resources to the project established under this Agreement:

1. One social worker (LEESW) who will be embedded full-time (1.0 FTE) at the MPD;
2. Coordination of funding to cover the program costs 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, including:
 - a. Snohomish County Human Services identification;
 - b. Clothing that is necessary for outdoor working conditions, not to exceed \$250 annually;
 - c. 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; and
 - d. 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 program which shall 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 MPD 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 MPD. 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 MPD officers upon the City's request by providing written statements and will testify in court proceedings as required. MPD 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 MPD 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 Marysville community, this includes but is not limited to providing outreach, approved presentations to community groups and training.

IX. OUTREACH, ENGAGEMENT AND LIAISON ACTIVITIES

The LEESW and law enforcement shall work as a team to provide the following services:

- A. Provide outreach to homeless individuals who are living in encampments, tents, vehicles, abandoned buildings or other places not meant for human habitation;
- B. Provide outreach via phone to individuals self-referring for services who are homeless and struggling with behavioral health issues;
- C. Provide outreach to limited and designated community partners after case consultation has occurred, including but not limited to law enforcement, behavioral health treatment and other social service partners;
- D. Meet with above identified individuals to discuss program goals, which include but are not limited to:
 - 1. Pursuit of and enrollment in substance use disorder treatment;
 - 2. Pursuit of and enrollment in mental health treatment;
 - 3. Exploration of and securing available safe and affordable housing resources; and
 - 4. Identification of other needs and resources available, including but not limited to medical issues, education and employment goals, family unification/reunification, procurement of identification, enrollment in medical benefits, procurement of mainstream benefits such as Housing and Essential Needs (HEN), Aged, Blind and Disabled Medicaid (ABD) and Supplemental Security Income (SSI).
- E. The LEESW shall work with individuals to develop a plan to meet the agreed upon goals. The plan may include but is not limited to:
 - 1. Facilitation of entry into the Snohomish County Diversion Center (DC);
 - 2. Facilitation of entry into a licensed withdrawal management facility;
 - 3. Facilitation of entry into inpatient or outpatient SUD or MH treatment;
 - 4. Working with area treatment centers to facilitate assessment and authorization for treatment;
 - 5. Assisting to procure identification;
 - 6. Assisting with enrollment into a medical benefit system;

7. Assisting with enrollment into the Coordinated Entry homeless housing system;
 8. Orienting individuals to the services provided via the Carnegie Resource Center;
 9. Coordinating transportation to assessments, treatment and other appointments in collaboration with the DC if that is their current residence; and
 10. Assisting to establish a medical provider.
- F. The LEESW shall continue to work with the individual once treatment services begin. This shall include:
1. Assisting in securing time-limited housing through the Human Services' Behavioral Health Divisions' Rapid Rehousing program as funding allows.
 2. Discussing a plan for developing housing self-sufficiency to include increasing individuals income,
 3. Maintaining contact with the individual and landlord to address issues as they arise, and
 4. Providing a warm handoff to outpatient treatment agency and ensure release of information forms are signed to enable care coordination.
- G. The LEESW shall be responsible for documenting all contacts in the Behavioral Health database within seventy-two (72) hours of contact. This shall include:
1. Accurate demographics;
 2. Time spent with each individual receiving services;
 3. Accurate outcomes recorded;
 4. Notes regarding encounters and planning activity;
 5. Incident documentation; and
 6. Data for each month shall be completed no later than the first Monday of the month following the service month.

- H. The LEESW shall attend designated community meetings and presentations that add value to the program. Any community meetings or presentations shall be vetted through the County Behavioral Health Supervisor prior to making a commitment to attend or present. These shall be no more than ten percent of the Embedded Social Worker's time.
- I. The LEESW shall ensure that social contacts made with individuals in need of social services include appropriate referrals based on indicated need and follow-up if necessary.
- J. The LEESW shall ensure that arrested individuals who are referred to the LEESW in lieu of booking are provided with appropriate referrals based in indicated need and follow-up to ensure the individual has utilized the resources provided.
- K. The LEESW shall ensure that arrested and booked individuals who are referred to the LEESW are provided assistance in accessing needed treatment services. The LEESW shall work with the prosecuting attorney and/or jail transitional services to help determine the conditions of sentencing and/or release that will motivate the individual to seek needed services.

X. ROLES AND RESPONSIBILITIES DURING CONTACT

- A. The LEESW shall make contact with people in need of social services both in the field and at their assigned duty station or business office. The LEESW shall conduct outreach as deemed necessary and interact with individuals with varying degrees of mental health problems, substance use disorder issues, housing needs, and other service needs.
- B. The LEESW shall ensure that the Outreach Team's designated team leader or his/her designee determines if contacted individuals who have warrants are to be booked based upon the MPD's discretionary judgment as to what approach will be in the best interest of the person and the community.
- C. The LEESW shall not be expected to conduct criminal interviews and is not acting as an agent of the MPD during outreach in the community. However, if the LEESW is subpoenaed as a result of his/her coordinated effort with MPD, the LEESW shall appear and testify.

XI. STATISTICS AND EVALUATION

- A. The LEESW program established under this Agreement will be funded through December 31, 2021, subject to appropriation, and then evaluated by the Parties for efficiency and impact.

- B. The LEESW shall maintain a log and record statistics on his/her work with MPD 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 shall 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. MPD 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; and
 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, 2021 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. LEESW PROGRAM COSTS

Annual Costs for LEESW (1.0 FTE)	
Salary*	\$ 70,141.68
Benefits**	\$ 32,966.59
Total	\$ 103,108.27
Supplies***	\$ 750.00
Indirect/FTE ^	\$ 24,856.21
Admin	\$ 23,757.93
Leave Coverage	\$ 5,948.32
Total Cost/FTE	\$ \$158,420.72

*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 2019 fixed costs in the LEESW program category at Human Services and prorated reimbursables. Also known as "burden" or billable costs. .

Total cost for 2021 estimated at \$167,182.08 which reflects a 3% increase to reimbursables and 10% increase to indirect costs

- A. The City will contribute roughly one hundred percent (100%) of the total cost of a 1.0 FTE LEESW position.
- 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:

Jon Nehring, Mayor
City of Marysville

Date

Dave Somers, Executive
Snohomish County

Date