

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 1/25/21

AGENDA ITEM:	
Mental Health Alternatives Program (MAP) Court –Bridgeways Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Gloria Hirashima, Chief Administrative Officer Judge Lorrie Towers	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
	\$50,000
SUMMARY:	

The Marysville Municipal Court has participated in a Mental Health Alternatives program called MAP Court. The program has been supported by a local nonprofit Bridgeways, who has provided liasons to assist the individuals participating in the program. The City’s Court, Legal and Public defense staff have also supported the program. The initial funding for the program lasted approximately two and a half years, through 2020. Continuation of the program requires funding to Bridgeways in the amount of \$50,000 annually from Marysville to fund .5 FTE. The proposed agreement would extend the program through 2021. The City of Everett has entered into a similar agreement at the same level of funding (\$50,000) funding .5 FTE.

The program has supported approximately ten participants. In 2020, four graduates completed the program. The program requires participants to commit to approximately 18-24 months of support and services directed at individuals with mental health and often substance abuse disorders. The goal is to redirect behavior and provide skills for people to make longstanding life changes and reduce recidivism within the criminal justice system.

RECOMMENDED ACTION: Authorize mayor to sign the agreement with Bridgeways funding the continuation of the Mental Health Alternatives Program (MAP Court) for 2021.



Contract between the **City of Marysville**

And

Bridgeways: Mental Health Alternatives Program Court Liaison

THIS CONTRACT is made and entered into this **1st day of January, 2021**, by and between the City of Marysville, a municipal corporation under the laws of the State of Washington (hereinafter referred to as "City"), and Bridgeways: Mental Health Alternatives Program Court Liaison (hereinafter referred to as "Contractor").

WHEREAS , the City Council of the City of Marysville, has authorized the City to expend general fund monies for the projects specified in this Contract in accordance with the provisions of this contract; and

WHEREAS, the Contractor desires to perform the projects set forth in this Contract in accordance with the terms and conditions contained in this Contract;

NOW, THEREFORE, the City and Contractor mutually agree as follows:

I. Scope of Services on Projects

A. The Contractor shall perform or cause to be performed those projects which are described in **Exhibit A** attached hereto and incorporated herein by reference, hereinafter referred to as "Projects."

B. The City agrees to reimburse the Contractor an amount not to exceed that described in paragraph III of this Contract. Such funds shall be expended during the project period as described herein in accordance with the provisions of this Contract and the rules, regulations and laws applicable to the expenditure of general fund monies by the City.

C. Residents of the city of Marysville, Washington must benefit from the Projects funded in accordance with this Contract.

II. Time of Performance

A. The term "project period" as used in this Contract means the period of time between the beginning date of this Contract, January 1, 2021 and the completion date, December 31, 2021.

B. Contractor shall commence work on the Projects within thirty (30) days of the date of execution of this Contract. Contractor shall work expeditiously, diligently and continuously to complete the Projects to the reasonable satisfaction of the City on or before the end of the project period.

III. Compensation

A. Subject to the terms and conditions of this Contract, the City shall reimburse the Contractor a sum not to exceed **\$50,000.00** for undertaking the Projects described in Exhibit A herein.



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Any funds not paid to the Contractor within the project period shall remain the property of the City and the Contractor loses all legal entitlement to said monies. **Requests for Reimbursement must be received by the City no later than January 7, 2022 to qualify for payment under this Contract.**

B. The Contractor will be paid in accordance with the terms and conditions of this Contract and in accordance with the projected budget set forth in **Exhibit B** attached hereto and incorporated herein by reference.

IV. Personnel

A. The parties intend that an independent contractor relationship will be created by this Contract. The City is interested only in the results to be achieved. The implementation of the projects will lie solely with the Contractor. No agent, employee, or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Contractor are not entitled to any of the benefits the City provides for City employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, during the performance of this Contract.

B. The Contractor shall provide all personnel required to perform the Projects under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City. All personnel engaged in the work pursuant to this Contract shall be fully qualified and shall be authorized or permitted under state and local law to perform such service.

C. The Contractor shall be responsible for total supervision of the Projects.

D. **The "Project Manager(s)" for the Projects will be Andrea Duffield.** The Project Manager(s) may be changed by the Contractor, but only upon written notice to the City of Marysville. **The Project Manager(s) shall be responsible for executing the Request for Reimbursement, Exhibit C, which is attached hereto and incorporated herein by reference.**

E. No member of Contractor's governing body or its personnel shall have any direct or indirect personal financial interest in this Contract which affects his/her personal interest or the interest of any private corporation, partnership or association in which he/she is directly or indirectly interested. For the purposes of this section, partial ownership of publicly traded businesses is not a "direct or indirect interest" unless such partial ownership is sufficiently large as to be able to control the business in whole or in part.

V. Subcontracting and Assignability

None of the work or services covered by the Contract shall be subcontracted without the prior written consent of the City of Marysville. Contractor shall not assign any interest in this Contract and no interest herein may be otherwise transferred without the prior written consent of the City of Marysville.



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VI. Reports, Payment and Disbursements

A. Contractor shall fill out and submit to the City, in the format prescribed in **Exhibit C**, requests for reimbursement for each quarter in which expenses are incurred.

B. Disbursements by the City from this Contract shall be on a reimbursement basis covering actual expenditures by the Contractor or obligations of the Contractor currently due and owing, but not paid. Disbursements shall be limited to allowable costs and shall be made only upon the occurrence of all the following, in addition to compliance with all other conditions contained in this Contract:

(1) Receipt by the City of a written reimbursement request on forms provided by the City supported by copies of vouchers, invoices, salary and wage summaries, or other acceptable documentation; and

(2) A determination by the City that the Contractor is in compliance with all Contract provisions.

C. The City will not process claims for reimbursement until all supporting documentation is provided in the correct and proper format. The City reserves the right to deny or withhold payments pending timely delivery of documents as may be required under this Contract.

VII. Documents and Records

A. All plans, reports, maps and any other document published or otherwise completed as a part of this Contract shall be made available to the City for inspection upon request by the City.

B. All documents and records maintained by the Contractor in connection with the Projects shall be made available for inspection upon request by the City.

VIII. Ownership of Projects Materials

A. Except as provided in Section IX of this Contract, all finished or unfinished documents, data, studies, surveyors, drawings, maps, models, photographs, films, duplicating plates and reports prepared by the Contractor under this Contract shall be the property of the Contractor.

B. No report, device, thing or document of whatever kind or nature produced in whole or in part under this Contract shall be the subject of an application for copyright or patent by or on behalf of either party without the prior written approval of the other.

C. When capital assets or equipment acquired with Contract funds are sold or cease to be used for lawful purposes defined in this Contract, the undepreciated or resale value thereof (whichever is higher) shall be paid to the City in the same proportion as Contract funds were utilized to acquire such property.



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IX. Termination

A. The City may terminate this Contract at any time with or without cause by giving written notice to the Contractor and specifying the effective date. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates and reports prepared by the Contractor under this Contract shall then be delivered to the City and become the property of the City. If the Contract is terminated in this manner for other than material breach, the City shall pay the Contractor for obligations incurred in accordance with the terms of this Contract through the effective date of termination.

B. The City may terminate this Contract in the event that, for any reason, funds are not available to the City for the purpose of meeting the City's obligation hereunder.

C. Notwithstanding any other provision of this Contract, the Contractor shall not be relieved of liability to the City for costs, if any, assessed against the City as a result of Contractor's actions or failure to act under this Contract. The City may withhold payment to the Contractor for the purpose of setoff until the exact amount of any such costs is determined.

X. Hold Harmless Provision

A. Except as otherwise provided in this paragraph, the Contractor hereby agrees to defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Contractor (or its employees, agents, representatives subcontractors/subconsultants) relating to this Contract. The Contractor is obligated to defend and indemnify the City pursuant to this paragraph whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Contractor's duty to defend and indemnify pursuant to this paragraph is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Contract or. The Contractor shall not indemnify the City for Claims caused solely by the negligence of the City. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Contractor employs or engages subconsultants or subcontractors, then Contractor shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph.

B. The Contractor agrees to release, indemnify and promises to defend and save harmless the City and its officers, agents and employees from any and all liability of any nature or kind, including



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all costs and legal expenses, for or on account of any patented or unpatented invention, process, article or appliance manufactured for use in the performance of the Contract, including its use by the City unless otherwise specifically stipulated in this Contract.

C. Contractor shall be responsible for all obligations relating to federal income tax, self - employment FICA taxes and contributions, and all other employer taxes and contributions, including but not limited to industrial insurance (Workmen's Compensation), and the Contractor agrees to hold the City harmless and indemnify the City from claims, valid or otherwise, made to the City because of these obligations.

D. The Contractor shall maintain during the term of this Contract commercial general liability insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off -site operations), blanket contractual liability and broad form property damage. Contractor shall provide the City with a certificate of insurance in a form acceptable to the City and an endorsement naming the City, its officers, employees and agents as additional insureds prior to commencing any work under this Contract. If deemed appropriate by the City, Contractor shall also maintain professional liability insurance in a form acceptable to the City, in an amount not less than \$1,000,000 per occurrence.

XI. Complete Agreement

A. This Contract contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein

B. The City or Contractor may from time to time request changes in the scope of the services to be performed or the projects undertaken hereunder. Such changes which are mutually agreed upon by and between the City and the Contractor shall be incorporated in written amendment to this Contract.

C. This Contract may only be changed by a written agreement explicitly stating it is intended to change this Contract and signed by authorized representatives of the parties hereto; provided, however, that changes in budget items which do not result in an increase in the Contract amount, time extensions granted for the completion of performance, and changes in the scope of Contractor's services or projects which do not alter the basic Projects' purpose may be authorized by the Mayor or designee without the need for City Council approval.

XII. Venue

Venue for any lawsuit arising out of this Contract shall be in Snohomish County, Washington. The laws of the State of Washington shall govern this Contract.



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XIII. Non-Waiver

The City's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

IN WITNESS W HEREOF, the City and Contractor have executed this Contract as of the date first above written.

City of Marysville

**Contractor
Bridgeways**

Jon Nehring, Mayor

Andrea Duffield

Attest:

City Clerk

Approved As To Form:

City Attorney



**City of Marysville Human Needs Grant
January 1, 2021 through December 31, 2021**

**Exhibit A
Program Summary**

Organization & Program: Bridgeways: Mental Health Alternatives Program Court Liaison

The primary objective of the Mental Health Alternatives Program (MAP) is to reduce recidivism of MAP defendants with mental health concerns, who have been charged with misdemeanor offenses in the City of Marysville. Closely related to this objective is increasing public safety.

The core objective of the MAP Liaison is to partner with MAP defendants to coordinate and support engagement with mental health treatment, substance use disorder treatment, employment and housing resources, and relevant community supports to promote healthy relationships, recovery and stability. With support from the MAP Liaison, defendants progress through the program's three phases toward graduation.

Bridgeways' MAP Liaison is a key part of the MAP team; which includes the judge, prosecutor, public defender, judicial assistant, and a court administrator, bringing an understanding of mental illness and the complex challenges people living with mental illness may contend with across life domains. The MAP Liaison is knowledgeable of service providers throughout Marysville and Snohomish County, and how to facilitate engagement with their programs.

Adults living with mental health concerns, who have been arrested for a misdemeanor offense within the City of Marysville, and whose case is being handled by Marysville Municipal Court may be referred to MAP. While conduct linked to mental health concerns may have contributed to circumstances surrounding an offense and subsequent arrest, a mental health diagnosis is not required for referral into MAP.

Historically, MAP defendants are not engaged in treatment for substance use or mental health concerns. Almost half are unhoused. They need guidance and support to identify and access treatment services and other helpful supports.

The bulk of the MAP program is structured around the defendant working through three phases: Stability, Community Responsibility, and Sustainability.

Phase I - Stability.

Interventions can include helping defendants engage with a housing navigator, clinicians for mental health, and/or substance use disorders. Defendants must attend peer support group activities and meet all mandates required by, or sanctions imposed by the MAP court including contacting the MAP Liaison weekly, and attending court as scheduled.

Phase II Community Responsibility

Interventions and engagement may include exploring jobs, volunteer opportunities, continuing education, vocational training, certifications, achieving their GED, etc.

Phase III - Sustainability

Maintaining treatment, compliance, and ensuring phase two engagement "sticks."

Upon successful completion of each phase, a defendant can be recommended for graduation. Charges related to entry to MAP are then dismissed without prejudice (cannot be charged for same offenses later).



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City of Marysville Human Needs Grant January 1, 2021 through December 31, 2021

Exhibit B Terms, Conditions and Projected Budget

Organization & Program: Bridgeways: Mental Health Alternatives Program Court Liaison

Will spend the funds received for the specific purposes of:

Bridgeways' MAP Liaison will partner with MAP defendants to coordinate and support engagement with mental health treatment, substance use disorder treatment, employment and housing resources, and relevant community supports to promote healthy relationships, recovery and stability. With support from the MAP Liaison, defendants progress through MAP's three phases toward graduation. For the purposes of the Human Needs grant, we are focusing on face-to-face sessions (Case Management Sessions) with the client outside of court. The estimate for Case Management Sessions is based on an average of 17 per client annually. It is important to note that the amount and duration of face-to-face sessions can vary based on which stage MAP a defendant is in. Stage 1 is more intensive than Stage 2, which is more intensive than Stage 3.

For the purposes of this grant, a unit of service is defined as:

Case Management Session

Bridgeways: Mental Health Alternatives Program Court Liaison anticipates this grant will fund a total of 42 units of service for 10 (unduplicated count) Marysville residents each quarter (define period - month, quarter, etc.)

Bridgeways: Mental Health Alternatives Program Court Liaison anticipates its budget for the year 1/1/2021 through 12/31/2021, by quarters, will be:

	First Qtr.	Second Qtr.	Third Qtr.	Fourth Qtr.	Total
Salaries & Wages	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Benefits	\$2,500	\$2,500	\$2,500	\$2,500	\$10,000
Office and Operating Supplies					
Professional Services					
Other: Travel/Training					
Other: Admin Allocation, Communication					
Total	\$12,500	\$12,500	\$12,500	\$12,500	\$50,000



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City of Marysville Human Needs Grant January 1, 2021 through December 31, 2021

Exhibit C Request for Reimbursement

Organization & Program: Bridgeways: Mental Health Alternatives Program Court Liaison

Mailing Address: 5801 23rd DR W # 104, Everett, WA 98203

Report Month and Year: Submitted _____ for the period 1/1/2021 through 3/31 /2021

The expenditures made during the report month were for the specific purpose of:
The MAP Liaison works with MAP defendants to coordinate and support engagement with mental health treatment, substance use disorder treatment, and relevant community resources, to help them progress through MAP's three phases toward graduation.

Define one unit of service: Case Management Session

During this billing period a total of 31 units of service were provided to 8 residents of the City of Marysville using these grant funds.

Contact name/phone for questions on invoice: [NAME] - [PHONE]

Expenditures

Category	Total Budget	Current Report Period	Total Expenses Billed to Date	Balance Remaining
Salaries/Wages	\$40,000	\$10,000		\$30,000
Benefits	\$10,000	\$2,500		\$7,500
Office and Operating				
Supplies				
Professional Services				
Other :				
Other:				
Total	\$50,000	\$12,500		\$37,500

Request for Payment: The undersigned Program Manager certifies that the information submitted in support of this Request for Reimbursement is true, accurate and complete to the best of their knowledge.

Program Manager Signature Date

Approved for Payment _____
Date

GL Code:

Vendor No: (City use only)