

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 2/8/2021

AGENDA ITEM:	
WASPC Grant for Mental Health Services, Open Lattice Application, and Services from Compass Mental Health	
PREPARED BY:	DIRECTOR APPROVAL:
Chief Erik Scairpon	
DEPARTMENT:	
Police	
ATTACHMENTS:	
Three	
BUDGET CODE:	AMOUNT:
	\$81,316.00
SUMMARY: This agenda item contains three separate agreements for Council consideration and requires a separate motion for each agreement. (1) The Washington Association of Sheriffs and Police Chiefs (WASPC) awarded the Marysville Police Department grant funds in the amount of \$95,000.00 for the first six months of 2021. The funds are intended to fund mental health support to police responses in the City. Accepting these grant funds requires authorizing the Mayor to sign the Mental Health Field Response Face Sheet and attached contract with WASPC. (2) WASPC also coordinates the use of Open Lattice, an application that allows police to enter and view data regarding encounters involving individuals experiencing mental illness, chemical dependency, and homelessness. This application supports the police mission responding to such calls and the use of the grant funds for this purpose. This agreement is the second attachment. (3) The Marysville Police Department plans to partner with Compass Mental Health to provide two Mental Health Specialists to carry out the purpose of the grant funds. The City will pay Compass Mental Health \$16,263.20 per month for services and supplies, funded by the WASPC grant funds.	

RECOMMENDED ACTION: Staff recommends Council consider approving the three agreements.
RECOMMENDED MOTIONS:
(1) I move to authorize the Mayor to execute the Mental Health Field Response Face Sheet and attached contract with WASPC for grant funds.
(2) I move to authorize the Mayor to execute the agreement with Open Lattice and WASPC for the Open Lattice Application.
(3) I move to authorize the Mayor to execute the agreement with Compass Mental Health.

**Washington Association of
Sheriffs & Police Chiefs**

**Mental Health Field Response Team
Program Face Sheet**

- 1. Contractor's Name & Address:** Marysville Police Department
1635 Grove St
Marysville, WA 98270

- 2. Tax Identification No.:** 91-6001460

- 3. Contract No.:** MHFRT-2021-001-003

- 4. Contractor's Point of Contact:**
 - Name:** Erik Scairpon
 - Title:** Chief
 - Telephone:** 360-363-8308
 - Email:** mvanderwalker@marysvillewa.gov

- 5. Contract Period:** January 1, 2021 - June 30, 2021

- 6. Funding Authority:** Washington State Criminal Justice Training Commission
and Washington Association of Sheriffs & Police Chiefs

- 7. Service Area:** City of Marysville, City of Arlington, City of Lake Stevens

- 8. Requests for Reimbursement under this CONTRACT are capped at:** \$95,900.00

IN WITNESS WHEREOF, the Washington Association of Sheriffs & Police Chiefs (WASPC) and the Marysville Police Department (CONTRACTOR) acknowledge and accept the terms of this CONTRACT and the attachments hereto, and in witness where of have executed this CONTRACT as of the date and year last written below. The rights and obligations of both parties to this CONTRACT are governed by the information on this CONTRACT Face Sheet and other documents incorporated herein by reference: Contract Specific Terms and Conditions; and the Project Narrative and Budget Worksheet which constitute the Statement of Work.

FOR WASPC:

FOR CONTRACTOR:

Steve Strachan, Executive Director
Washington Association of
Sheriffs & Police Chiefs
Date: _____

Name: _____
Title: _____
Date: _____

**CONTRACT SPECIFIC TERMS AND CONDITIONS
WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS
MENTAL HEALTH FIELD RESPONSE TEAMS GRANT PROGRAM**

This AGREEMENT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS (hereinafter referred to as WASPC); and the MARYSVILLE POLICE DEPARTMENT (hereinafter referred to as the CONTRACTOR).

NOW, THEREFORE, in consideration of the covenants, performances, and promises contained herein, the parties hereto agree as follows:

FUNDING SOURCE

Funding for this CONTRACT is provided to WASPC by the Washington State Health Care Authority, misdemeanor diversion program (funding period of January 1, 2021 through June 30, 2021).

SCOPE OF SERVICES

The CONTRACTOR shall use the state funds awarded hereunder solely for salary and benefits, costs and contracted services, goods and services, and travel and other essential costs to support the further defined by the STATEMENT OF WORK.

SCOPE OF WORK

The CONTRACTOR shall seek to implement the activities and to achieve the goals and objectives of the Mental Health Field Response Teams Program, as set forth in the STATEMENT OF WORK.

SCOPE OF WORK REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any significant change to the SCOPE OF WORK as expressed in the STATEMENT OF WORK. Such requests shall be accompanied by a revised STATEMENT OF WORK or other supporting documents and shall be accepted by WASPC before the activities supporting the revised SCOPE OF WORK qualify as part of the SCOPE OF SERVICES.

BUDGET REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any change(s) in the project budget which reflect a cumulative transfer of greater than ten (10) percent in the aggregate among budget line items as indicated on the

CONTRACT Face Sheet. WASPC may approve or deny the request at its sole discretion.

PERFORMANCE STANDARDS

The CONTRACTOR shall perform the services as defined in the STATEMENT OF WORK incorporated herein; in accordance with the budget and estimated expenditure plan, as stated on the CONTRACT Face Sheet and in accordance with the Mental Health Field Response Teams Program, as well as other policies and procedures issued by WASPC.

PERIOD OF OBLIGATION

The CONTRACT period during which financial assistance may be provided is indicated on Line 5 of the CONTRACT Face Sheet.

ALLOWABLE COSTS

Allowable costs shall include costs incurred by the CONTRACTOR from the first date of the CONTRACT period, until the CONTRACT is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum stated amount of the CONTRACT as provided on Line 8 of the CONTRACT Face Sheet. Costs allowable under this CONTRACT are based on a budget approved by WASPC.

WASPC shall pay to the CONTRACTOR all allowable costs incurred from the first date of the CONTRACT period until this CONTRACT is terminated or expires evidenced by proper expenditure reconciliation report, submitted to WASPC on a timely basis, insofar as those allowable costs do not exceed the amount appropriated or otherwise available for such purposes as stated on the CONTRACT Face Sheet.

NON-SUPPLANTING

The CONTRACTOR shall not use the state funds specified by this CONTRACT to supplant local, federal, or other state funds. The CONTRACTOR shall not use these state funds to replace funding which would otherwise be made available to the CONTRACTOR had the state funds provided by this CONTRACT not been provided.

GRANT ADMINISTRATION

The WASPC Grant Administrator shall be responsible for monitoring the performance of this CONTRACT, including approval and acceptance of reports

provided by the CONTRACTOR. The WASPC Grant Administrator shall provide and facilitate assistance and guidance to the CONTRACTOR as necessary.

PROGRAM ADMINISTRATION

The CONTRACTOR shall notify WASPC of the local program administrator who shall be responsible for the performance of this CONTRACT. The CONTRACTOR shall provide WASPC with the program administrator's name, address, telephone number(s), and any subsequent changes.

DATA COLLECTION

The CONTRACTOR shall utilize the data collection tool provided by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the OpenLattice Application. The CONTRACTOR must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time field response begins at the agency. The CONTRACTOR, if not already done so, shall execute the OpenLattice App Use Agreement, which will be separately executed between WASPC, the CONTRACTOR and OpenLattice.

REPORTING REQUIREMENTS

The CONTRACTOR shall submit required reports by the date using required forms according to procedures issued by WASPC.

REPORT DUE DATES

1. Monthly Progress Report. The 10th of the month following the previous month in which funded activities were performed.
2. Final Assessment Report. The 10th of the month following the six-month period in which funded activities were performed.

The CONTRACTOR shall be obligated to submit required reports after the close of the CONTRACT period, during the transfer of obligations to another CONTRACT, or upon termination of the CONTRACT for any reason.

PAYMENT PROVISIONS

WASPC shall award state funds to the CONTRACTOR in the amount provided on Line 8 of the CONTRACT Face Sheet. Upon receipt of a fully executed Agreement, WASPC will allow reimbursement of allowable expenditures made by the CONTRACTOR. The CONTRACTOR is required to complete and submit to WASPC an A19-1A Form along with documentation for the expenditures.

The CONTRACTOR is required to complete and submit to WASPC quarterly reconciliation statements to account for the expenditure of the state funds.

EVALUATION AND MONITORING

The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WASPC that are pertinent to this CONTRACT. WASPC, the State Auditor, or any of their representatives shall have full access to and the right to examine during normal business hours and as often as WASPC, or the State Auditor may deem necessary, all of the CONTRACTOR'S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all CONTRACTS, invoices, materials, payroll, and records of matters covered by this CONTRACT. Such rights extend for three years from the date final reconciliation is made hereunder.

ACKNOWLEDGEMENT OF STATE FUNDS

The CONTRACTOR and its SUBCONTRACTORS shall comply with the special conditions listed below:

1. Applicability of Part 200 Uniform Requirements The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this award.

2. The CONTRACTOR understands and agrees that WASPC may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of awards.

3. CONTRACTOR understands and agrees that is cannot use any state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express written approval of WASPC.

4. The CONTRACTOR agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of state funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events.

5. The CONTRACTOR agrees that if it currently has an open award of state funds or if it receives an award of state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the WASPC grant administrator for this award, and, if so requested by WASPC, seek a budget modification or change of project scope to eliminate any inappropriate duplication of funding.

6. The CONTRACTOR understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

7. The CONTRACTOR understands and agrees that, (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

8. The CONTRACTOR must collect, maintain, and provide to WASPC, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by WASPC. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

9. The CONTRACTOR agrees to cooperate with any assessments, state evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

10. The CONTRACTOR agrees to comply with WASPC grant monitoring guidelines, protocols, and procedures, and to cooperate with WASPC on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to WASPC all documentation necessary to complete monitoring tasks. Further, the recipient agrees to abide by reasonable deadlines set by WASPC for providing the requested documents. Failure to cooperate with WASPC's grant monitoring activities may result in sanctions affecting the recipient's awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the State Auditor for audit review; or termination of an award(s).

11. The CONTRACTOR acknowledges that sub-awards are not authorized.

12. The CONTRACTOR agrees to submit to WASPC for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date.

13. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

14. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

15. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 37899 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

16. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day.

17. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with 2 C.F.R. Part 200 and State and local law.

ENTIRE AGREEMENT

This CONTRACT contains the entire agreement of the parties and may not be modified or amended except as provided herein. The CONTRACTOR shall perform in accordance with the specific and general terms and conditions of this CONTRACT. No other understanding, oral or written, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties

hereto. The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and state governments. This CONTRACT consists of the following documents:

1. MHFRT 2021-001 CONTRACT Face Sheet
2. Contract Specific Terms and Conditions

ORDER OF PRECEDENCE

In the event of any inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations
2. Applicable state statutes and regulations
3. MHFRT 2021-001 CONTRACT Face Sheet
4. CONTRACT Specific Terms and Conditions

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PERMITTED AGENCIES (RIDEALONG APP USE AGREEMENT)

This RideAlong App Use Agreement (“**Agreement**”) is entered into and effective when all parties have signed it (“**Effective Date**”) by and between OpenLattice, Inc. (“**OpenLattice**”), the Washington Association of Sheriffs and Police Chiefs (“**WASPC**”) and Marysville Police Department (“**Agency**”) concerning Agency’s access to OpenLattice’s proprietary mobile responsive web-based application that allows law enforcement agencies to log data about encounters involving residents experiencing mental illness, chemical dependencies, and homelessness; and view data about the encounters that OpenLattice provides to Agency and the services related thereto, as specified in the Statement of Work attached as Exhibit B to the RideAlong Services Agreement, dated July 11, 2018, by and between RideAlong Labs Inc., a business entity acquired by OpenLattice on April 1, 2019, and WASPC (the “**RideAlong Services Agreement**”) (the “**Service**”).

- 1.1 Restrictions on Use.** Agency may access and use the Service only in accordance with this Agreement, and solely for the purpose of Agency’s ability to collect and data about calls involving residents experiencing mental illness, chemical dependencies, and homelessness; and view data about the encounters. Any resale or service bureau business or similar activities with respect to the Service (or portion thereof) or other OpenLattice data or information obtained through the Service are prohibited. Agency will not, and will not permit or assist any third party to, (a) alter, adapt, modify, translate, create derivative works of, (b) decompile, disassemble or otherwise reverse engineer or attempt to derive the source code of, or any technical data, know-how, trade secrets, processes, techniques, specifications, protocols, methods, algorithms, interfaces, ideas, solutions, structures or other information embedded or used in, (c) rent, lend, loan, lease, sell, distribute, or sublicense, (d) remove, alter, or obscure any proprietary or restrictive notices affixed to or contained in, or (e) circumvent or attempt to circumvent any technological protective measure contained in or supported by, the Service and any software, technology, systems, and other subject matter used or provided by OpenLattice in connection with the Service. Agency shall not: (a) post, transmit or otherwise make available through or in connection with the Service any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment; (b) use the Service for any purpose or in any manner that violates applicable laws and regulations, is fraudulent, or violates the rights of others; (c) interfere with or disrupt the operation of the Service or the servers, systems, or networks used to make the Service available, including by hacking or defacing any portion of the Service; (d) restrict or inhibit any other person from using the Service; (e) frame or mirror any portion of the Service, or otherwise incorporate any portion of the Service into any product or service; or (h) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Service content, or reproduce or circumvent the navigational structure or presentation of the Service.
- 1.2 Materials.** To the extent applicable, OpenLattice hereby grants to Agency a limited, non-exclusive, personal, non-transferable, and non-sublicensable right, during the term of the Agreement, to access and use any Materials as and in the form provided by OpenLattice solely as necessary to access and use the Service in accordance with this Agreement. “**Materials**” means certain software, documentation, and other materials relating to the Service or connected with the performance of the Service that OpenLattice directly or indirectly through the WASPC may provide to Agency.
- 1.3 Errors.** If Agency discovers an error or malfunction with respect to the Service, Agency shall promptly notify OpenLattice thereof. The parties will cooperate to mitigate the impact of such error or malfunction. OpenLattice may suspend use of the Service to address any such error or malfunction and Agency shall implement any corrective measures as OpenLattice instructs and not use functions known to malfunction or be erroneous.
- 1.4 Ownership.** As between OpenLattice and Agency, OpenLattice owns and will retains all right, title and interest in and to the Service, Materials, and any of its software, technology, systems other subject matter used or provided by OpenLattice in connection with the Service and any and all intellectual property rights relating thereto. No rights of any kind shall be implied pursuant to this Agreement.
- 1.5 Agency Obligations.** Agency is responsible for protecting all access controls and security credentials (“**User Credentials**”) issued by Agency or OpenLattice and used to access and use the Service from disclosure to or discovery by third parties and any unauthorized use by third parties, and in no event shall OpenLattice be responsible or liable for) any use, including any misuse, abuse, or unauthorized use, of any User Credentials.

- 1.6 Reporting and Tracking.** During the term of the Agreement, OpenLattice will automatically track, through the Service, the following information: (a) client-side analytics; (b) application performance; (c) specific information regarding errors and bugs; (d) logs; and (e) impact metrics. Agency may opt-out of such automatic tracking by providing OpenLattice with written notice within fourteen (14) days of the Effective Date, in which event Agency agrees to provide OpenLattice with written reports every week, which reports will disclose the information specified in this section.
- 1.7 Data Input and Output.** Agency is responsible for ensuring that all data and other information entered by or on behalf of Agency or otherwise provided to OpenLattice or obtained from Agency or its equipment or facilities (whether directly, or through OpenLattice's systems) in connection with the Service ("**Agency Data**") is complete and accurate. Agency Data may include non-public data and information relating to identified or identifiable individuals ("**Identifiable Data**"). The Service and all information, analyses, and other output provided by OpenLattice are based on the Agency Data as received by OpenLattice, and OpenLattice is not responsible for any error, omission, or inaccuracy of or based on or resulting from Agency Data. Agency hereby grants to OpenLattice, (a) a non-exclusive right to access, reproduce, process, distribute, disclose and otherwise use the Agency Data in connection with the provision of the Service to Agency and WASPC, and (b) a non-exclusive and perpetual right to reproduce, process, distribute, disclose, publish, analyze and otherwise use Agency Data in an anonymized form, including any data or other information generated through the processing of Agency Data in connection with the Agency's use of the Service and Materials ("**Data Output**"), as long as Agency is not identified as the source of such data. As between the parties, Agency exclusively owns all right, title, and interest in and to the Agency Data and Data Output. Notwithstanding anything in this Agreement to the contrary, OpenLattice exclusively owns all right, title, and interest in and to any new features, conclusions, derivative works, and any other proprietary findings developed by OpenLattice through its use of the Agency Data and Output Data, including any intellectual property rights therein. The authorizations granted to OpenLattice under this Agreement, including under this Section 1.7, will extend to service providers and other contractors exercising such rights and licenses on OpenLattice's behalf, and OpenLattice may share Agency Data, including Identifiable Data with such third parties who provide services on OpenLattice's behalf. Otherwise, except as provided herein, OpenLattice may disclose Identifiable Data only as OpenLattice believes to be necessary or appropriate: (a) to comply with applicable legal requirements, including legal process and law enforcement requests; (b) to protect OpenLattice's rights, property, and operations, including to enforce OpenLattice's agreements, policies, and terms and conditions, and to protect the rights, property, and operations of OpenLattice's affiliates, business partners, customers, or others; (c) to protect the personal safety of any individual; and/or (d) in the event of a sale or transfer of all or a part of OpenLattice's business, assets, or stock. Each party will maintain, throughout the term of the Agreement, appropriate administrative, technical, and physical safeguards designed to ensure the security and confidentiality of Identifiable Data, to protect and safeguard against anticipated threats or hazards to the integrity of, and the unauthorized or accidental destruction, loss, alteration, access, or use of, Identifiable Data in the possession or control of such party. Each party shall notify the other parties in the event of any unauthorized or accidental destruction, loss, alteration, access, or use of, Identifiable Data in the possession or control of such party.
- 1.8 Agency Data Production.** In the event (i) any law, regulation, or order by a court or administrative agency of competent jurisdiction requires or compels OpenLattice to produce, disclose, release or otherwise transfer ("**Production**") any Agency Data, regardless of the purposes of such Production (including, but not limited to, a request or order for Production of Agency Data for discovery purposes), or (ii) a request is made by Agency or a third party for the Production of Agency Data as a result of (or in anticipation of) any requirement imposed by law or regulation, or any order by a court or administrative agency of competent jurisdiction, regardless of the purposes of such Production ((i) and (ii) collectively, a "**Agency Data Production Request**"); Agency is responsible for making all decisions with respect to such Agency Data Production Request, including, but not limited to, decisions regarding the scope, manner and time of Production of Agency Data.
- 1.9 Term and Termination.** This Agreement will commence on the Effective Date and, unless earlier terminated pursuant to the terms hereof, will continue until the termination or expiration of the OpenLattice Services Agreement. Each party may terminate this Agreement at any time upon thirty (30) days written notice to the other parties in the event of a material breach by another party (the "**Breaching Party**") of this Agreement, provided that such termination shall not be effective if such breach is cured by such Breaching Party within such thirty (30) day period, provided further, that if the Breaching Party's failure to cure is caused by a non-breaching party, the non-breaching parties may not terminate this Agreement. Notwithstanding the foregoing, if Agency is

in material breach of this Agreement, OpenLattice shall have the right, in addition to all other rights and remedies it may have, to suspend performance of its obligations under the Agreement and/or to prevent Agency's access to the Service (including deactivating User Credentials). OpenLattice may terminate this Agreement, or modify, limit, or suspend the Service, if it determines, in its reasonable business judgment, that the continued provision of the Service to Agency poses security risks, a risk of infringement or other violation of any rights of third parties, or a risk of violating any applicable laws or regulations, if Agency becomes insolvent, subject to any bankruptcy or similar proceedings, or commences the dissolution or winding up of its business, or upon modification or termination of any agreements with licensors or service providers upon which OpenLattice relies to provide the Service. In the event of any expiration or termination of this Agreement, all provisions that are intended to survive will survive.

- 1.10 Indemnification.** Agency will defend, indemnify and hold harmless OpenLattice and WASPC from and against any loss, damage, claims, settlement, cost, expense and any other liability (including reasonable attorneys' fees and costs) ("Losses") relating to or arising out of (i) Agency's access or use of the Service or Materials, or (ii) any Agency Data Production Request. OpenLattice and WASPC, as applicable, will (a) provide prompt written notice to Agency of any claim for which indemnification is required; (b) give Agency sole control of the defense and/or settlement of the claim; and (c) provide Agency full cooperation and assistance with respect to the defense and settlement, provided that Agency shall not enter into any settlement or other compromise that materially adversely affects OpenLattice or WASPC, as applicable, without OpenLattice's or WASPC's, as applicable, written approval, which shall not be unreasonably withheld, delayed, or conditioned.
- 1.11 Disclaimer of Warranties.** THE SERVICE AND MATERIALS ARE PROVIDED "AS IS" WITH NO WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, RIDEALONG DISCLAIMS ALL REPRESENTATIONS AND OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, RIDEALONG DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, OR THAT ALL ERRORS, FAILURES OR DEFECTS WILL BE CORRECTED.
- 1.12 Limitation of Liability.** TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, (A) RIDEALONG AND WASPC WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF OR INACCESSIBLE DATA OR INFORMATION, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF; AND (B) RIDEALONG'S AND WASPC'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED \$3,000.00 IN THE AGGREGATE, IN EACH OF THE FOREGOING CASES (A) AND (B), REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER RIDEALONG OR WASPC HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 1.13 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, RIDEALONG AND WASPC DISCLAIM ALL LIABILITY RELATED TO OR ARISING OUT OF AGENCY'S USE OR MISUSE OF THE SERVICE OR MATERIALS OR FAILURE TO REPORT ANY ERRORS OR BUGS IN THE SERVICE OR MATERIALS TO RIDEALONG OR WASPC, INCLUDING, BUT NOT LIMITED TO, ANY DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR RELATED THERETO.
- 1.14 Miscellaneous.** By submitting any comments, feedback, or ideas about the Service to OpenLattice ("Feedback"), Agency agrees that Agency's disclosure is gratuitous, unsolicited and without restriction and will not place OpenLattice or WASPC under any fiduciary or other obligation, and that OpenLattice is free to use the

Feedback without any additional compensation to Agency. Agency may not assign this Agreement or any of its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of OpenLattice. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Washington without giving effect to any choice of law rule. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes any and all related prior agreements, representations and negotiations, whether oral or written. This Agreement cannot be modified or amended except in a writing signed by both parties.

1.15 Publicity. Agency authorizes OpenLattice to identify Agency as a customer of the Service in OpenLattice's customer lists, and its marketing, promotional, and similar materials, including by placing Agency's name and logo on OpenLattice's website. Agency also authorizes OpenLattice to describe Agency's use of OpenLattice's products, software, and services, how it benefits Agency, for example in the form of case studies published on OpenLattice's website or in other materials, and that Agency is an early adopter of the Service. Upon request by OpenLattice, Agency agrees to (i) use best efforts to speak with third parties regarding Agency's experience using the Service and working with OpenLattice, and (ii) provide quotes and other user feedback about the Service for OpenLattice's public use, including on OpenLattice's website. Furthermore, OpenLattice and Agency will mutually agree on and implement a communications and marketing strategy to highlight and co-promote outcomes in connection with Agency's use of the Service, which strategy will include, but not be limited to, targeted media interviews; blogs, and if applicable, presentations at relevant conferences and events.

[Signatures on Following Page]

OPENLATTICE

By: _____
Name: _____
Title: _____
Date: _____

Address for Formal Notice:

OpenLattice, Inc.
21 Ludina Way
Redwood City, CA 94061
Attn: Matthew Tamayo-Rios, CEO

Marysville Police Department

By: _____
Name: Mayor Jon Nehring
Title: Mayor
Date: _____

Address for Formal Notice:

Marysville Police Department
1635 Grove Street
Marysville, WA 98270
Attn: Margaret Vanderwalker

**WASHINGTON ASSOCIATION OF SHERIFFS
AND POLICE CHIEFS**

By: _____
Name: Steve Strachan
Title: Executive Director
Date: _____

Address for Formal Notice:

Washington Association of Sheriffs & Police Chiefs
3060 Willamette Drive, NE, Suite 200
Lacey, WA 98516



AGREEMENT

This agreement is entered into by and between City of Marysville (hereinafter referred to as Marysville PD) and Compass Health, 4526 Federal Ave.; Everett, WA 98203 (hereinafter referred to as COMPASS).

MARYSVILLE PD AND COMPASS DO HEREBY MUTUALLY AGREE:

1. Purpose. The purpose of this agreement is to establish the terms under which COMPASS will employ a master's level Mental Health Professional as part of the Mobile Crisis Outreach Team (MCOT) to work alongside the City of Marysville Police Officers.
2. Term and Amendment. This term of this agreement shall be from January 1st, 2021 until June 30, 2021. It may be amended by mutual written agreement of both parties.
3. Termination. This agreement shall terminate automatically on the occurrence of any of the following events:
 - a. Either party provides sixty (60) calendar days written notice of termination to the other;
 - b. Bankruptcy or insolvency of either party;
 - c. Sale of the business of either party;
 - d. Agreement may be terminated for cause by MARYSVILLE PD for non-performance by COMPASS, and by COMPASS for non-payment by MARYSVILLE PD. Written notice of for cause termination is required for non-performance or non-payment and both parties shall be allowed ten (10) days after notice to correct non-performance or non-payment of the agreement.
4. Scope of Services
 - a. Services. COMPASS shall employ Mental Health Professionals (MHP) from the Mobile Crisis Outreach Team (MCOT) who will provide crisis services and education for the patrol officers in the Marysville PD as agreed by MARYSVILLE PD with an approved job grade and job description.
 - b. Attachment. COMPASS shall employ the MCOT MHP's as listed in Attachment A. A job description is outlined in Attachment A.
5. Relationship of Parties. It is the intention of the parties that COMPASS shall hire and pay for the full compensation package for the MCOT MHP's and COMPASS shall provide Job Descriptions as approved by MARYSVILLE PD. Nothing contained in this MOU will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between City of Marysville Police Department and Compass Health, or between the Police Department and the Compass Health's employees, agents, or independent contractors. Compass Health and its employees, agents, or independent contractors do not have authority to act as agent for, or on behalf of, the Police, to represent the Police, or to bind the Police in any manner. All of Compass Health's personnel will be employees, agents, or independent contractors of Compass Health. Compass Health will be solely responsible for the activities of its employees, agents, independent contractors, and volunteers, and their employees or agents acting in the course of their employment. City of Marysville Police Department will have no duty or responsibility to withhold income tax or social security tax, or pay workers' compensation insurance premiums, unemployment compensation, or any fringe benefit incident to employer-employee relations between Compass Health and any of its personnel.
6. Compensation and Method of Payment.

MARYSVILLE PD agrees to reimburse COMPASS on a monthly flat rate basis for the first 5 months. The rate billed February through June 30, 2021 will be \$16,263.20 per month for a contract maximum of \$81,316.00 COMPASS will submit an invoice by the fifteenth of the month following the month services were performed. MARYSVILLE PD agrees to pay the invoiced amount per the accounts payable cut-off timelines as indicated in the attached.



7. Indemnification. MARYSVILLE PD agrees to hold harmless, indemnify and defend COMPASS, its agents, officers, representatives, employees, board of directors, administrators, successors and assigns from all claims arising from negligence or fault of MARYSVILLE PD or any of MARYSVILLE PD's agents, family members, officers, volunteers, organizational members or associates which arise from the provisions under this agreement. COMPASS agrees to hold harmless, indemnify and defend MARYSVILLE PD from any and all claims arising from COMPASS' negligence or fault, directly or indirectly, and from any act or failure of COMPASS, its agents, officers, representatives, employees, board of directors, administrators, successors and assigns to fulfill the requirements under this agreement.
8. Insurance. Both parties will maintain appropriate insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
9. Legality. Should any of the provisions in this agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions shall be valid, and the illegal or invalid part, term or provision shall be deemed not to be a part of the agreement. The failure of either party to this agreement to insist upon the performance of any other terms and conditions of this agreement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiving had occurred.
10. Confidentiality. COMPASS agrees to maintain the confidentiality of all MARYSVILLE PD records to which it has access in the course of providing services described in this agreement. The parties acknowledge and agree that records created or used in the performance of this Agreement may be subject to the public records act, chapter 42.56 RCW. COMPASS agrees to cooperate with MARYSVILLE PD to respond to any public records request received by MARYSVILLE PD related to the performance of this Agreement.
11. Contact Person. MARYSVILLE PD and COMPASS each agree to provide in writing the name, address and telephone number of a person to act as agent and responsible party pertaining to the implementation of this agreement.
12. No Third Party Beneficiaries. MARYSVILLE PD and COMPASS are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.
13. Venue. This Agreement will be interpreted under the law of the State of Washington and venue will be in Snohomish County.
14. Entire Agreement. This agreement shall constitute the entire agreement between the parties. No other oral agreement, understanding, or writing shall constitute part of this contract, except as provided for in Section 2 above regarding written amendments.

IN WITNESS WHEREOF, the parties have entered into this agreement.

COMPASS HEALTH

CITY OF MARYSVILLE POLICE DEPARTMENT

Signature: Tom Sebastian
Tom Sebastian, President/CEO

Signature: _____
Jon Nehring, Mayor

Compas Health

City of Marysville

Date: 01/29/2021

Date: _____



ATTACHMENT A

Mental Health Professional: Master's level clinicians who will provide crisis response services and training for the Marysville Police Department. Clinicians will interact directly with individuals in pre-crisis or crisis situations in order to aid in resolving issue in the least restrictive manner possible. The costs associated with this position will include, but are not limited to, wages, benefits, taxes, supervision and other expenses such as mileage and training. This position will receive benefits according to the Compass Health Employee Benefit Policy.

Law Enforcement throughout the North Sound Region regularly encounter respondents suffering from mental illness/substance use disorders, (behavioral health) and in acute states of behavioral health crisis. In an ongoing effort to coordinate crisis behavioral health response between Compass Health's Mobile Crisis Outreach Team, (MCOT) and local law enforcement entities to decrease response times of MCOT on-duty mental health professionals (MHPs) in cases of law enforcement generated referrals and provide more robust crisis Behavioral Healthcare within our communities, Compass health proposes utilizing existing MCOT staff to serve in an imbedded capacity with the City of Marysville Police Department at a frequency and schedule to be determined by mutual agreement between Compass Health and the City of Marysville Policy Department.

City of Marysville Police Department agrees to

- Provide in-the-moment behavioral health crisis referrals to the Snohomish County MCOT Team.
- Provide logistical support for the on-duty MCOT MHP to include transportation in City of Marysville Police Department vehicles and stand-by for safety during crisis intervention.
- Engage in leadership level problem solving and program development in partnership with Compass Health.

Compass Health agrees to:

- Establish and maintain a telephone line for direct contact between the City of Marysville Police Department and Compass Health MCOT team.
- Provide embedded Mental Health Professionals for on-duty collaboration with City of Marysville Police Officers.
- Engage in Leadership level problem solving and program development in partnership with Compass Health.

Program Services

Any change in program needs will be worked out mutually between City of Marysville Police Department and Compass Health. Services may not be available if the Compass Health staff person assigned is taking benefit time (i.e. sick or vacation). In cases when an imbedded MCOT team member is unavailable, the MCOT team agrees to ensure that the City of Marysville Police Department's direct line will be answered by other on-duty MCOT personnel. If service availability becomes problematic, then this issue will be worked out between the Compass Health Director and City of Marysville Police Department.