

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY
AND THE CITY OF EVERETT FOR A
LAW ENFORCEMENT EMBEDDED SOCIAL WORKER**

This Interlocal Agreement (the "ILA" or "Agreement") is entered into this 3rd day of Sept. 2015 by and between Snohomish County (the "County"), a political subdivision of the State of Washington and the City of Everett (the "City"), a municipal corporation.

NOW, THEREFORE, pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, in consideration of the promises and covenants hereinafter set forth, the County and the City agree as follows:

A. Purpose

The purpose of this Agreement is to set forth the duties between the County and the City with regard to a pilot program that embeds a County social worker with the City's police force (the "Program"). The County social worker embedded with the City's police force shall be known as the Law Enforcement Embedded Social Worker (the "LEESW"). The goal of the Program is to provide an alternative police response to those people with social service needs within the City of Everett. By sharing work space with a social service worker at the Everett Police Department (EPD) partnerships will be created between EPD and the social service agencies in the region. The LEESW will provide assistance with police response to people with mental health, substance use, behavioral, housing and financial needs. The 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. The Program aims to allow officers to focus on other criminal issues within the City of Everett. The Program will focus on the people most in need and will provide them with the resources that will help improve quality of life.

B. Objective and Strategies

The County and City agree that the following shall be the Objectives and Strategies of the Program:

1. Establish better coordination and partnerships between social services and law enforcement.
2. Improve response and provide better follow-up with the chronically homeless and individuals needing social services.
3. Reduce the draw on police resources.
4. Maintain data on how the LEESW is affecting those with social service needs in our region.
5. Engage, motivate and support individuals in accessing services and making positive life changes.

Strategies to achieve these objectives include:

- Providing outreach, engagement and liaison support to those people that are seen on a reoccurring basis.
- Providing training to officers on social service resources.
- Developing a procedure for identifying and screening people with social service needs.

- Develop a network of working relationships with: the Triage Center, voluntary teams, Involuntary Treatment Act (ITA) teams, Snohomish County Jail, Detox provider, emergency housing providers and other social service providers.
- Follow-up with identified individuals in an effort to bridge gaps between police contacts and social services.

C. Points of Contact

Snohomish County shall employ the LEESW through its Department of Human Services. The LEESW will work primarily with the City through the Everett Police Department. The City shall provide the north administrative sergeant as the primary contact for the LEESW in the Everett Police Department (“EPD”).

D. Geographical Location

The County and the City agree that the LEESW shall focus primarily within the jurisdiction of the City of Everett but will assist with outreach in regions that have a nexus to the City.

E. Commitment of Resources

The City agrees to commit the following resources to the project:

- \$30,000 of the total cost of employing the embedded social worker—provided to the County as outlined in Section N of this ILA.
- Access to work stations within police precincts
- Police dedicated resources to support the objectives of this program—primarily through the north administrative sergeant and downtown bicycle unit.
- Utilization of crime analysis data, on an as-needed basis, for evaluation of crime trends associated with chronic utilizers of emergency services.
- Training for the embedded social worker, as appropriate and available
- EPD identification
- Clothing that visually identifies them as an embedded social worker
- Use of facilities, i.e., phones, furniture, copy machines, fax, etc.
- Other equipment including personal protective equipment (PPE) determined appropriate by the Everett Police Department

Snohomish County shall agree to commit the following to the project:

- One social worker to be embedded at the Everett Police Department
- Sufficient funding to cover the remaining costs—outlined in Section N of this ILA.
- Supervision and training for the embedded social worker
- Evaluation of the Program with an initial report to be completed after nine months and provided to the City
- Snohomish County identification.
- Use of facilities, i.e., phones, furniture, copy machines, fax, etc. for LEESW
- Other equipment determined necessary by Snohomish County

F. Supervision

The EPD north administrative sergeant shall oversee the day-to-day operations of the downtown unit, which will include the LEESW as a member. However, each member of the unit will remain formally under the supervision of the respective agency employer.

Administration at the City and the County will communicate regularly to review operations and discuss any needed project adjustments.

Each member of the unit shall be responsible for complying with his or her respective agency's policies and procedures.

Neither the LEESW nor the EPD officers are agents of the other agency nor shall they act as the agent of the other.

G. Standard Operating Procedures

The parties will mutually agree to standard operating procedures.

H. Outreach, Engagement and Liaison Activities

It is anticipated that persons contacted through the program are likely to fall into one of three groups, each requiring different outreach, engagement and liaison approaches.

1. Social contacts made with those in need of social services.
Action: The LEESW will attempt to provide the appropriate referral based on the needs of the contact. The social worker will follow-up, as necessary to see if the contact has utilized the resources provided.
2. Arrested individuals referred to the LEESW in lieu of booking.
Action: When officers arrest but choose not to book an individual who is in need of social services, they may work with the LEESW to provide the arrestee with an alternative to the arrest. The LEESW will attempt to provide the appropriate referral based on the needs of the arrestee. They will follow-up, as necessary to see if the arrestee has utilized the resources provided. Data will be maintained on these contacts.
3. Arrested individuals booked into jail.
Action: When officers arrest and book an individual with social service needs, they will refer the LEESW to the individual. As necessary, the LEESW will work with the prosecutor and/or jail transitional services to help determine conditions of sentencing and/or release that will motivate the arrestee to seek the treatment he or she needs. Data will be maintained on these contacts.

I. Roles and Responsibilities During Contacts

The LEESW will be making contact with people in need of social services both in the field and at the police precinct. The LEESW will conduct outreach as deemed necessary and interact with people with varying degrees of mental health problems, addiction issues, housing needs and other service needs.

At times the LEESW will come in contact with people that have committed crimes. The decision on whether to book the person in jail or get them into social services will be made after a discussion with the north administrative sergeant or his designee. Absent bookings that are mandated by state law, the booking of the person will be discretionary and based on what will be in the best interest of the person and the community. The City, through EPD, shall make the final decision on booking.

The LEESW is not expected to conduct criminal interviews and is not acting as an agent of the police department during outreach in the community. However, if subpoenaed as a result of their coordinated effort with the EPD, the LEESW will be expected to testify.

J. Data and Evaluation

The Program will be evaluated for efficiency and impact on its stated objectives at nine months by the County.

K. Indemnification & Hold Harmless Agreement

Regardless of which agency is directing a particular operation, each party hereto agrees to save, indemnify, defend and hold the other party harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. Each agency will be responsible for the acts of its own employees while acting within the scope of their employment. The City shall not be responsible for the actions of Snohomish County employees and Snohomish County shall not be responsible for the actions of City employees. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically and mutually negotiated and agreed upon by them.

L. Oversight Board

In an effort to consistently monitor the implementation of the embedded social worker program, a board will be established that meets regularly to review its effectiveness. The board will be made up of at least one member of the City, the County and North Sound Mental Health administration. The board will provide guidance and make necessary program adjustments.

M. Term of the Embedded Social Service Worker Project

This Agreement shall be effective upon execution and either 1) recording of the Agreement with the Snohomish County Auditor or 2) listing of the Agreement on each agency's web site and will continue for one year. Either agency may terminate the agreement at will by providing the other agency at least thirty (30) days written notice. The termination of the agreement will not result in a refund of the unused salary and benefits for the year. If the decision is made to discontinue

the embedded social worker project at the end of the year-long evaluation period, this agreement will end on that date.

N. Division of Embedded Social Worker Costs.

Funding details are set forth below:

Costs for LEESW at Everett PD	
Salary*	\$ 56,666.35
Benefits**	\$ 23,799.87
Total	\$ 80,466.22
Indirect/FTE ^	\$ 9,026.36
Total Cost/FTE	\$ 89,492.58

*Based on a full time Human Services entry-level employee in the "Human Services Specialist 2" category. This salary includes a 1.5% COLA on the 2015 contractual wage.

**Benefits estimated at 42% of salary, and may vary slightly depending on the number of dependents, type of health and dental plans that are chosen, etc. This estimate is consistent with employees in similar positions.

^Based on 2015 fixed costs in the LEESW program category at Human Services and prorated reimbursables. Also known as "burden" or billable costs, this indirect cost estimate is based on the number of FTE's in the Jail Transition Services program.

The City through EPD will contribute \$30,000, or roughly 1/3 of the total cost of the LEESW for the year. The remaining cost will be covered by Snohomish County through its Department of Human Services.

O. Public Records Act.

This Agreement and all public records associated with this 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. Survival.

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

V. 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.

W. 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.

In witness whereof the parties have executed this memorandum of understanding:

CITY OF EVERETT

By: Ray Stephanson
Ray Stephanson, Mayor
Date: 7/8/2015

SNOHOMISH COUNTY

By: Stephen Clifton
County Executive

ATTEST:

Sharon Fuller
Sharon Fuller, City Clerk
Date: 7/8/2015

(Printed Name)

STEPHEN CLIFTON
Executive Director
(Title)

9-3-2015
(Date)

APPROVED AS TO FORM:

James D. Iles
James D. Iles, City Attorney
Date: 7/7/15

COUNCIL USE ONLY
Approved: 9-2-15
Docfile: D-6

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#8

PROJECT TITLE:

Interlocal Agreement between
Snohomish County and City of
Everett for Law Enforcement
Embedded Social Worker
(LEESW)

- _____ Briefing
- _____ Proposed Action
- _____ Consent
- _____ Action
- _____ First Reading
- _____ Second Reading
- _____ Third Reading
- _____ Public Hearing
- _____ Budget Advisory

COUNCIL BILL # _____
 Originating Department Police
 Contact Person Capt. DeRousse
 Phone Number 425-257-8408
 FOR AGENDA OF 7-1-15

Initialed by:
 Department Head _____
 CAA *db*
 Council President *do*

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u> Police, Legal, Human Resources
Amount Budgeted	-0-	Account Number:	
Expenditure Required	\$30,000.00	Account Number: 031-510-0000-410	
Budget Remaining	-0-		
Additional Required	-0-		

DETAILED SUMMARY STATEMENT:

In an effort to provide an alternate police response to those people with social service needs within the City of Everett, the City of Everett and Snohomish County agree to allocate funding to physically provide for a social worker within the Police Department. Through this partnership, Snohomish County will hire and place a Law Enforcement Embedded Social Worker (LEESW) in the Police Department who will provide assistance with police response to people with mental health, substance use, behavioral, housing and financial needs.

The 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. The program will focus on the people most in need and will provide them with the resources that will help improve quality of life.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Interlocal Agreement between Snohomish County and the City of Everett for a Law Enforcement Embedded Social Worker (LEESW) in the amount of \$30,000.00.

*Council approved
7/1/15
Jm*