

**INTERLOCAL AGREEMENT  
BETWEEN  
SNOHOMISH COUNTY  
AND  
CITY OF MONROE  
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 MONROE, 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 Monroe with regard to the program that embeds a County social worker with the City of Monroe Police Department (MPD), known as the Law Enforcement Embedded Social Worker (“LEESW”).
  
- B. The goals of the LEESW program are to:
  - 1. Provide an alternative police response to individuals with social service needs within and/or directly impacting the City of Monroe. The LEESW shall provide assistance with police response to individuals in the community who are homeless and have needs related to mental illness, substance use disorders, veteran status, housing, medical concerns and/or financial needs,
  - 2. Bridge gaps between law enforcement response and the social needs of individuals in the community to provide needed support and assistance;
  - 3. Decrease repeated incident contacts and incarceration which increases officers’ availability to address other criminal issues within the City; and
  - 4. Focus on the most vulnerable individuals to provide them with needed resources that will improve quality of life.

- C. Both parties agree to work collaboratively to comply with the intent of this Agreement.
- D. Activities by MPD and LEESW shall include, but not be limited to, the identification, assessment and referral of homeless adults experiencing behavioral and/or other health issues to available services in the community. Referrals shall be based on the individualized assessment and identified needs.

## **II. OBJECTIVES AND STRATEGIES**

- A. The parties mutually acknowledge the following Agreement objectives:
  - 1. Improve coordination and partnerships between social service providers and law enforcement;
  - 2. Improve response and follow-up with chronically homeless and frequent utilizers of social and emergency services;
  - 3. Reduce law enforcement resource utilization;
  - 4. Collect and report data regarding the effect of the LEESW program on individuals with social service needs in the region; and
  - 5. Engage, motivate and support individuals to access services and to make healthy life changes.
- B. The parties mutually acknowledge the following strategies shall minimally include:
  - 1. Provide outreach, engagement and liaison support to individuals that are encountered by law enforcement regularly;
  - 2. Provide social resource training to law enforcement;
  - 3. Continue development and improvement of procedures to identify and screen individuals with social service needs;
  - 4. Continue development and maintain a network and relationships with the Triage Center, voluntary teams, Snohomish County Jail, detox providers, emergency housing providers, the Snohomish County Diversion Center, the Carnegie Center and other social service providers; and

5. Provide follow-up services with identified individuals to engage, motivate and support vulnerable individuals and to bridge gaps between police and social services.

### **III. ADMINISTRATOR; NOTICE; POINTS OF CONTACT; SELECTION OF DESIGNATED SCOUT MEMBER**

- A. The MPD Support Services Sergeant shall serve as the Administrator of this Agreement.
- B. Official notices to each of the parties shall be provided to the individual Points of Contact designated below:
  1. The City Point of Contact: Rachel Adams  
Human Services Coordinator, City of Monroe
  2. The County Point of Contact: Cleo Harris  
Contract Manager  
Snohomish County Human Services
- C. A MPD management representative may participate in any hiring oral board conducted in order to fill assigned LEESW personnel. The County retains the right to remove or re-assign personnel as needed.
- D. If MPD has good cause to believe that a County employee is not effectively performing in accordance with this Agreement, MPD may recommend in writing to the County that the employee be removed from the MPD assignment. Within ten business days after receiving the recommendation, an MPD representative will meet with the County Behavioral Health Supervisor, or designee, to discuss the recommendation. If in the opinion of the Behavioral Health Supervisor or MPD, or their designees, the problem cannot be resolved, then the employee may be removed from serving MPD pursuant to this Agreement and replaced.

### **IV. REFERRAL PROCESS**

The parties shall work collaboratively to continue development of and to maintain processes for referral of individuals into the LEESW program. This shall include eligibility assessments by County staff. Individuals that do not meet program criteria shall be referred to alternative services based on identified need and service availability.

## **V. GEOGRAPHICAL LOCATION**

Services provided by the LEESW under this Agreement shall be focused within the jurisdiction of the City. This Agreement shall allow the LEESW to assist with limited outreach in areas that have an immediate nexus to and an impact on the City.

## **VI. COMMITMENT OF RESOURCES**

A. The City agrees to commit the following resources to the LEESW program as negotiated under this Agreement:

1. Approximately one half of the total cost of the embedded social worker is submitted to the County as identified in Article XIV of this Agreement;
2. Housing voucher (rent) costs for Individuals working with the LEESW;
3. Flex fund costs for Individuals working with the LEESW (the City has access to the First Responder Flex Funds as contracted with the County). Any flex fund costs beyond the First Responder Flex Fund amount are waived by the County.
4. Reasonable access to workstations within the City for the LEESW;
5. Subject to reasonable availability and the City-determined prioritization, Law Enforcement dedicated resources to support the objectives of the LEESW program. These resources shall primarily be provided through MPD's Support Services Sergeant and the patrol division;
6. Utilization of crime analysis data for evaluation of crime trends associated with chronic utilizers of police services as negotiated with the County;
7. Appropriate training for the LEESW as available and in the MPD's sole discretion; and
8. Equipment, including personal protective equipment (PPE), as determined appropriate and necessary by MPD.

B. The County agrees to commit the following resources to the LEESW program as negotiated under this Agreement:

1. One full-time social worker (the LEESW) who will be embedded half-time (0.5 FTE) at the MPD, and half-time with the Snohomish County Snohomish County Outreach Team (SCOUT);

2. Funding for program costs not funded by the City, as identified in Article XIV of this Agreement;
3. Supervision and training of the LEESW;
4. All necessary equipment, tools and materials for the LEESW to perform duties, except as expressly identified in this Agreement. This shall minimally include:
  - a. Snohomish County Human Services identification;
  - b. Clothing that is necessary for outdoor working conditions, up to \$250 annually;
  - c. Vehicle and/or other transportation means necessary for the LEESW to perform duties, to include mileage reimbursement for use of a personal vehicle during working hours; and
  - d. Other equipment determined necessary as negotiated between the two parties.
5. The parties agree to commit use of facilities, (i.e. phones, furniture, copy machines, fax) as reasonably available. Resource allocation shall be negotiated by the two parties throughout the duration of this Agreement with reasonable and good faith consideration to the parties' respective budgets and workload constraints.

## **VII. SUPERVISION; EMPLOYMENT STATUS; INSURANCE**

- A. The MPD Support Services Sergeant shall manage day-to-day operations of the LEESW program including but not limited to the LEESW. LEESW program team members shall be supervised by their designated agency supervisor.
- B. The parties shall communicate on a negotiated basis to review operations and to determine program adjustments.
- C. LEESW program team members shall be responsible for complying with their employing agencies policies and procedures.
- D. The LEESW is not an agent of, nor shall act as an agent for the MPD. MPD police officers are not agents of, nor shall act as agents for the County or the LEESW.

- E. The LEESW shall be and shall 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 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 for the LEESW shall be as negotiated between 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. Upon the City's request, the LEESW shall participate in administrative hearings, including without limitation, hearings concerning officer discipline, related to activities the LEESW may witness in performing the duties under this Agreement. Upon the City's request, the LEESW shall assist MPD officers by providing written statements and shall testify in court proceedings as required. MPD officers shall 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 Monroe community including, but not limited to, providing outreach, presentations and training to community groups.

## **IX. OUTREACH, ENGAGEMENT AND LIAISON ACTIVITIES**

The three most common contacts by the LEESW program and the differing outreach, engagement and liaison approaches are described below. The LEESW and MPD are not restricted to these approaches and may make adjustments as needs develop.

### **A. Social contacts made with individuals in need of social services.**

1. The LEESW shall provide appropriate referrals based on individual need;
2. The LEESW shall follow-up with the contacted individual to determine if the resources were utilized and help reduce barriers to accessing the resource; and
3. Data shall be maintained in accordance with applicable law.

### **B. Arrested individuals referred to the LEESW in lieu of being booked into jail.**

1. When MPD arrests an individual that has need of social services, the officer can opt to work with the LEESW to provide an alternative option to arrest.
2. The LEESW shall provide the appropriate referrals to the individual based on identified needs.
3. The LEESW shall follow-up with the individual to ensure resources were utilized.
4. Data shall be maintained in accordance with applicable law.

### **C. Arrested individuals booked into jail.**

1. An individual that has been arrested and booked into jail may be referred to the LEESW.
2. The LEESW shall work with the prosecutor and/or jail transitional services to determine conditions of sentencing and/or release to motivate individuals to seek recommended treatment services.
3. Data shall be maintained in accordance with applicable law.

## **X. ROLES AND RESPONSIBILITIES DURING CONTACT**

- A. The LEESW shall make contact with individuals in need of social services in the field and at the Monroe Police Department.
- B. The LEESW shall conduct outreach as deemed necessary and interact with individuals with mental health issues, substance use disorders, housing needs and other service needs.
- C. The LEESW shall discuss contacted individual with warrants, with the MPD Community Outreach Officer (or designee) and a decision regarding booking the individual shall be made at that time. The booking of the individual shall be discretionary and based upon MPD's judgment as to which approach would be in the best interest of the individual and the community.
- D. The LEESW shall not be expected to conduct criminal interviews and is not an agent of MPD during outreach in the community. If the LEESW is subpoenaed as a result of the coordinated effort with MPD, the LEESW shall appear in court and shall testify.

## **XI. STATISTICS AND EVALUATION**

- A. The LEESW program established under this agreement shall be funded through December 31, 2023, subject to appropriation. The LEESW program shall be re-evaluated by the parties at that time.
- B. THE LEESW shall maintain a log and record statistics on the work with MPD. Data shall be evaluated on a regular basis in accordance with applicable law. Statistics may be used to map trends being found. Results of evaluations shall be forwarded to each party for review.
- C. Measures for evaluations shall minimally include:
  - 1. Number of contacts: including date, time, name, date of birth, contact address, home address (if applicable), stop reason, warrant status;
  - 2. MPD charge/case number, if applicable;
  - 3. Amount of time LEESW performed outreach;
  - 4. Over-time or regular duty;



5. Name of officers involved in outreach;
6. Name of social service groups involved in outreach (if applicable);
7. Result of contact (i.e. referrals, placement, refusal etc.);
8. Underlying identified issues (i.e. mental health, substance use disorder, financial issues, etc.);
9. Trainings conducted;
10. Meetings attended; and
11. Other relevant measurements.

## **XII. INDEMNIFICATION AND HOLD HARMLESS**

Each party shall protect, hold 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 agent.

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 the recording of the Agreement with the Snohomish County Auditor or the posting on each agency's website and shall continue in effect until December 31, 2023, unless terminated as provided herein or mutually extended by written agreement of the parties. Either party may terminate this Agreement with or without cause by providing the other party with at least thirty (30)

days written notice. Termination of the Agreement will not result in a refund of payments previously remitted for that calendar year.

**XIV. DIVISION OF LEESW PROGRAM COSTS**

2023 COSTS

Salary*	\$ 92,478
Benefits**	\$ 41,615
Leave Coverage	\$ 10,315
Total	\$ 144,408
Supplies***	\$ 1,432
Indirect/FTE ^	\$ 39,903
Total Cost/FTE	<b>\$ 185,743</b>
Monroe Portion (.5)	<b>\$92,871.50</b>
Flex Funds	<b>\$16,775</b>
Housing Voucher (.5)	<b>\$53,960</b>
Flex Funds	<b>(\$16,775)</b>
Monroe Portion (.5)	<b>\$ 146,832</b>

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

\*\* Benefits estimated at 45% of salary and may vary depending on number of dependents etc. Parties mutually acknowledge this estimate is consistent with employees in similar positions.

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

^ Based on 2023 fixed costs in the LEESW program category and prorated reimbursables. Also known as "burden" or billable costs, estimate based on number of FTE's in the Behavioral Health Program

Based on actual cost of flex funds for fiscal year 2021-2022

Based on actual cost of housing for fiscal year 2021-2022

**Flex funds waived by the County**

**Amount Monroe will contribute for 2023**

- A. The City will contribute a total of \$146,832 over 12 months towards the cost of the LEESW. The payment amounts shall be equal amounts, invoiced to the City quarterly. The remaining cost shall be the exclusive responsibility of the County.
- B. The City shall remit payment of the above amount to the County in equal quarterly installments or as otherwise negotiated with the County.
- 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 this Act. The County shall not be liable to the City for releasing records not clearly identified by 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 Supreme 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. If at the end of this one year Agreement, the County and the City determine this program continues to be beneficial to both parties, the County Executive can enter into Agreement with the City and approve, sign a new Agreement with the City of Monroe to continue the LEESW program.

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. The County may be represented in Agreement by the County Executive Director or as further delegated by the County Executive.









# LEESW-2023-Monroe\_2023.12.31

Final Audit Report

2023-01-25

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