

INTERLOCAL AGREEMENT
BETWEEN
SNOHOMISH COUNTY
AND
CITY OF LYNNWOOD
REGARDING
SNOHOMISH COUNTY OUTREACH TEAM

This INTERLOCAL AGREEMENT (the “ILA” or “Agreement”) is entered into between SNOHOMISH COUNTY, hereinafter “the County” and the CITY OF LYNNWOOD, 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 Lynnwood regarding a program that embeds a County social services worker with the City of Lynnwood Police Department (LPD) and the City of Mountlake Terrace (MLTPD) Police Departments, to be known as the Snohomish County Outreach Team (“SCOUT”). The cities of Lynnwood and Mountlake Terrace will follow their agreement with regard to the sharing of the embedded social service worker and accompanying SCOUT resources. The goal of the SCOUT program is to provide an alternative police & security response to those people with social service needs within and/or directly impacting the City of Lynnwood and the City of Mountlake Terrace. By sharing workspace with a social service worker at both precincts, partnerships will be created between Lynnwood and Mountlake Terrace Police Departments and the social service agencies in the region. The County, through SCOUT, will provide assistance with police response to our primary demographic; individuals who have social service needs related to homelessness and housing, mental illness, substance misuse and abuse, veteran status, medical concerns, financial needs and other related concerns. The SCOUT program aims to build relationships with vulnerable individuals, reduce and/or eliminate barriers to existing resources and assist individuals to access the support and services available to them. This then allows law enforcement and security to focus on other issues within the City.

- B. All Parties agree to work collaboratively to comply with the intent of this Agreement. Activities by Lynnwood and Mountlake Terrace Police Departments and SCOUT will include, but are not limited to, the identification, assessment and referral of adults with social service needs to available services in the community based on an individualized needs assessment.

II. OBJECTIVES AND STRATEGIES

The Parties mutually acknowledge the following objectives with respect to this Agreement:

- A. Establish effective coordination and partnership with the Cities of Lynnwood and Mountlake Terrace to equitably share SCOUT services. This includes developing a schedule for days and times the SCOUT member is working with each Police Department and ensuring the amount of time is divided evenly between the two Departments.
- B. Improve response and provide effective services and follow-up with individuals who have social service needs.
- C. Make more effective use of law enforcement and security resources by diverting or referring individuals with social service needs to the SCOUT program.
- D. Maintain data on program outputs related to individuals who receive services from the SCOUT program.
- E. Engage, motivate, and support individuals in addressing social service needs.
- F. Strategies used by the SCOUT to achieve these objectives may include without limitation:
 - 1. Provide outreach, engagement, and liaison support to individuals with social service needs who are encountered by law enforcement.
 - 2. Provide training to law enforcement on social service resources.
 - 3. Develop a procedure for identifying and screening people with social service needs.

4. Develop a network of working relationships with a wide array of social service providers within Snohomish County, including but not limited to Snohomish County Crisis Services, Snohomish County Jail, Snohomish County Diversion Center, Carnegie Resource Center, withdrawal management providers, emergency housing providers, behavioral health providers, recovery housing landlords, and others.
5. Follow-up with identified individuals to bridge gaps between police contacts and social services.

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

- A. The City of Lynnwood Police Department Administrative Division 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:

The City Point of Contact:
 Scott Dilworth
 Commander
 City of Lynnwood

The County Point of Contact:
 Anji Jorstad
 Behavioral Health Supervisor
 Snohomish County Human Services

- C. LPD Management, or designee, may participate in any hiring oral board conducted to fill assigned SCOUT personnel. The County retains the right to remove, or re-assign personnel as needed. Replacement of personnel is subject to the selection process described this Exhibit E.
- D. If LPD and MLTPD have good cause to believe that a County employee is not effectively performing in accordance with this Agreement, they may recommend in writing to the County that the employee be removed from the assignment. Within ten business days after receiving the recommendation, a LPD 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 LPD, or their designees, the problem cannot be resolved, then the employee may be removed from serving LPD and MLTPD pursuant to this Agreement and replaced by another member of the SCOUT team.

IV. REFERRAL PROCESS

The parties shall work collaboratively to continue development of and to maintain processes for referral of individuals into the program established under this Agreement. This includes, without limitation, eligibility assessments by County staff. Individuals may be referred for alternative services according to individual need and service availability.

V. GEOGRAPHICAL LOCATION

In performing services under this Agreement, the SCOUT will focus primarily within the jurisdiction of the Cities of Lynnwood and Mountlake Terrace

VI. COMMITMENT OF RESOURCES

A. The City agrees to pay the County:

1. The total cost of employing one (1) FTE embedded social services worker—provided to the County as outlined in Article XIV of this Agreement.
2. The total cost of ancillary services directly associated with this embedded social services worker to include costs outlined below in the maximum amounts set forth in Article XIV of this Agreement:
 - a. Shelter/housing - to include brief hotel stays, housing rental assistance and other financial assistance necessary to maintain housing placement.
 - b. Housing supports – to include housing application fees, deposit assistance, move-in supplies (bedding, toiletries, lockboxes for medication, hygiene items, and other items that meet individual needs).
 - c. Orca cards and transportation assistance to get to treatment, medical appointments and other travel directly related to defined needs
 - d. Flexible client assistance funds as defined below:
 - i. Flex funds are utilized to procure goods and/or services directly related to the needs of individuals, which cannot be met through existing means or formal/informal community mechanisms. Examples of such purchases may include, but are not limited to, food, clothing, medicine, bus pass, gas vouchers, or obtaining documents or special assessments needed for benefit applications.

- ii. Flex funds shall not be paid directly to the individual and are prohibited from being used for the purchase of alcohol, marijuana, vaping equipment, tobacco, firearms, ammunition, or other weaponry. Gift cards may not be purchased for shops that sell prohibited items unless the card is restricted from such purchases by the vendor upon activation.
 3. Reasonable access to workstations within the Lynnwood and Mountlake Terrace Police Departments for the SCOUT.
 4. Subject to reasonable availability and Lynnwood and Mountlake Terrace Police Departments determined prioritization, Law Enforcement dedicated resources to support the objectives of this program.
 5. At its sole discretion, the Cities may authorize and directly pay the costs of training or conference attendance of SCOUT. The training or conferences shall be related to social services law enforcement environments and shall be to the benefit of the Cities of Lynnwood and Mountlake Terrace. Travel and related expenses for training or conferences shall be in accordance with the City policy. SCOUT personnel scheduling, availability, suitability, and budget for training shall be mutually decided upon by the County and the Cities prior to the training.
- B. The County agrees to commit the following resources to the project established under this Agreement:
1. One social services worker (SCOUT) who will be embedded part-time (0.5 FTE) at the LPD and part-time (0.5 FTE) at the MLTPD.
 2. Coordination and collection of funding to cover the program costs as provided in Article XIV of this Agreement.
 3. Supervision and training for the SCOUT.
 4. Except as expressly provided in this Agreement, all necessary equipment, tools, and materials for the SCOUT to perform his/her duties, including:
 - a. Snohomish County Human Services identification.
 - b. Clothing that is necessary for outdoor working conditions.

- c. Vehicles and/or other transportation means necessary for the SCOUT to perform his/her duties hereunder, to include mileage reimbursement for use of personal vehicle during work hours.
 - d. Personal protective equipment (PPE).
 - e. Other equipment determined necessary and mutually agreed upon by the Parties.
5. The Parties jointly agree to commit use of facilities, i.e., phones, furniture, copy machines, fax as reasonably available. Provided, that resource allocation shall be determined jointly on an ongoing basis with reasonable and good faith consideration afforded to the Parties' respective budgets and workload constraints.
6. If SCOUT assigned to the City is absent from duty due to illness, injury, or similar issue for more than two (2) weeks the County will provide an alternate SCOUT team member to provide coverage until such time as the original SCOUT team member returns or is permanently replaced.

VII. SUPERVISION; EMPLOYMENT STATUS; INSURANCE

- A. The LPD Administrative Division shall, in collaboration with Mountlake Terrace Police Department and SCOUT, manage day-to-day operations of the designated SCOUT member. Program team members shall be supervised by their designated supervisor in the Snohomish County Department of Human Services.
- B. The Parties shall communicate regularly to review operations and discuss needed project adjustments.
- C. Each team member shall be responsible for complying with their respective agency's policies and procedures.
- D. Neither the SCOUT, LPD or MLTPD are agents of the other party respectfully, neither shall act as the agent of the other.
- E. The SCOUT shall be and remain a County employee at all times relevant to this Agreement. Without limitation of the foregoing, no employment relationship shall be created under this Agreement between the City of Lynnwood or the City of Mountlake Terrace and the SCOUT and/or any other employee of the County, or between the County and any employee of the City of Lynnwood or the City of Mountlake Terrace. The City shall not be liable for, nor obligated to pay to the

County, or any employee of the County, specifically including without limitation the SCOUT, 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 SCOUT which may arise as an incident of the SCOUT performing services hereunder. Without limitation of the foregoing, the City shall not be obligated to pay industrial insurance for the services rendered by the SCOUT.

- F. The County shall procure and maintain at all times, relevant to this Agreement, liability insurance coverage for the SCOUT and any vehicle used by the SCOUT 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 SCOUT shall be as determined and agreed upon by the Parties.
- B. Information Sharing: To the extent allowed by law, the SCOUT shall share information about his/her activities under this Agreement with LPD and MLTPD. The SCOUT shall upon LPD's or MLTPD's request participate in administrative hearings, including without limitation hearings concerning officer discipline, related to activities the SCOUT may witness in performing his/her duties under this Agreement. The SCOUT shall assist LPD/MLTPD officers upon request by providing written statements and shall testify in court proceedings as required. LPD/MLTPD officers shall reasonably cooperate with the SCOUT by providing incident reports, statements, and offender photos as allowed by law. Any release of records or other information shall comply with the City and Snohomish County policies related to confidentiality, as well as applicable state and federal law.
- C. Community Contact: The SCOUT shall engage and communicate with the Lynnwood and Mountlake Terrace communities including, but not limited to, providing outreach, presentations and training to community groups.

IX. OUTREACH, ENGAGEMENT AND LIAISON ACTIVITIES

- A. The SCOUT and LPD/MLTPD shall work as a team to provide outreach to individuals with social service needs in the cities of Lynnwood and Mountlake Terrace. While conducting outreach, Scout and Law Enforcement will meet with individuals to discuss goals and program objectives, which include but are not limited to pursuit of and enrollment into substance use disorder treatment and/or mental health treatment, exploration of safe and affordable housing resources and identification of other needs and resources available.
- B. The SCOUT shall work with individuals to develop a plan to meet the agreed upon goals. The plan may include but is not limited to: entry into the Snohomish County Diversion Center, entry into inpatient SUD or MH treatment, procuring identification, medical benefits, medical care, access to coordinated entry, coordinating transportation and securing housing.
- C. The SCOUT shall continue to work with the individual once treatment services begin. This may include but is not limited to: assistance with securing safe and affordable housing, assisting with transition to outpatient SUD and MH treatment and orientation to other supportive services available in our community related to behavioral health, housing, employment and community support.
- D. The SCOUT shall document relevant data related to client contact into the Behavioral Health database. Reports of aggregate, de-identified data will be provided monthly.
- E. The SCOUT shall attend designated community meetings and presentations that add value to the program. Any community meetings or presentations shall be vetted through the County Behavioral Health Supervisor prior to making a commitment to attend or present. These shall be no more than ten percent of the SCOUT team members' time.
- F. The SCOUT shall ensure that arrested individuals who are referred to the SCOUT in lieu of booking are provided with appropriate referrals based on indicated need. The SCOUT shall follow-up to the best of their ability to learn whether the individual has used the resources provided.

X. ROLES AND RESPONSIBILITIES DURING CONTACT

- A. The SCOUT shall make contact with people in need of social services both in the field and at their assigned duty station or business office. The SCOUT shall conduct outreach as deemed appropriate and interact with individuals with social service needs.

- B. At LPD/MLTPD's discretion, law enforcement and security may provide transportation to individuals in need of services or assessment and work to create and maintain a safe and secure environment to allow the SCOUT social services worker to engage with individuals safely.
- C. The SCOUT shall discuss contacted individual with warrants, with the LPD/MLTPD 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 LPD/MLTPD judgment as to which approach would be in the best interest of the individual and the community.
- D. The SCOUT shall not conduct criminal interviews and is not an agent of LPD/MLTPD during outreach in the community. If the SCOUT is subpoenaed as a result of the coordinated effort with LPD/MLTPD, the SCOUT shall appear in court and shall testify.

XI. STATISTICS AND EVALUATION

- A. The SCOUT program established under this agreement shall be funded from August 1, 2024, through December 31, 2024. The SCOUT program shall be evaluated by the Parties for efficiency and impact.
- B. The SCOUT will maintain client information in the Behavioral Health database. Information from this database may be used to map any trends in the target demographic. The SCOUT database will be maintained by Snohomish County Human Services and reports containing aggregate, de-identified data will be provided monthly to partners named in this agreement.

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 agents.

To the extent that a loss or claim hereunder arises out of the joint or concurrent negligence of both parties, the parties' respective liabilities shall be as provided by the laws of the State of Washington.

Each Party's waiver of immunity under Title 51 RCW above, made solely for the purposes of this indemnification, has been mutually negotiated by the Parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

XIII. TERM; TERMINATION

This Agreement shall be effective upon approval and signature of this interlocal agreement by the Parties and recording/posting pursuant to RCW 39.34.040 and shall continue in effect until December 31, 2024, 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. Notwithstanding the effective date, this Agreement shall govern the Parties' conduct from August 1, 2024.

XIV. DIVISION OF SCOUT PROGRAM COSTS

August 1, - December 31, 2024 COSTS

Salary*	\$ 40,402	<p>*Based on a full-time Mental Health Community Support Specialist employee in the “MHCSS” category.</p> <p>** 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.</p> <p>Employee clothing, safety equipment, general supplies, motor pool/mileage etc. Based on 2023 fixed costs in the SCOUT program category and prorated reimbursables. Also known as “burden” or billable costs, estimate based on number of FTE’s in the Behavioral Health Program</p> <p>Based on average cost of flex funds for fiscal year 2022-2023</p> <p>Based on average cost of housing for fiscal year 2022-2023</p> <p>Amount Lynnwood will contribute for August 1 – December 31, 2024</p>
Benefits**	\$ 18,181	
Leave Coverage	\$ 4,506	
Total	\$ 63,089	
Supplies***	\$ 597.00	
Indirect/FTE ^	\$ 21,072	
Total Cost/FTE	\$ 84,757	
Flex Funds	\$1,836	
Housing Voucher	\$18,808	
Lynnwood Portion	\$ 105,401	

- A. The City shall reimburse the county one hundred percent (100%) of the total cost of a FTE SCOUT position and related indirect costs including ancillary services directly associated with LPD/MLTPD SCOUT social services worker – costs associated with shelter, housing, housing supports, transportation and other necessary incidentals, as outlined in Article VI, not to exceed \$105,401 for August 1 through December 31, 2024. This will include salary, benefits, supplies, administrative oversight, leave coverage, and indirect costs for a FTE SCOUT position.
- B. The City shall remit payment of the above amount to the County in one payment due 30 days from receipt of invoice or by January 10, 2025, whichever is earliest.
- 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.
- D. The County shall maintain all appropriate documentation for costs reimbursed by the City and on a quarterly basis provide the City with a list of costs reimbursed. In addition, the County shall provide any document requested by the Office of Washington State Auditor, as allowed by law.

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.

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.

J. Filing; Posting:

Pursuant to RCW 39.34.040, a fully executed copy of this Agreement shall be recorded with the office of the Snohomish County Auditor or posted by subject on a Party's website.

Christine Frizzell
Mayor, City of Lynnwood

Date

Dave Somers
Snohomish County Executive

Date