

WASHINGTON ASSOCIATION
OF SHERIFFS & POLICE CHIEFS

MENTAL HEALTH FIELD
RESPONSE TEAMS PROGRAM
FACE SHEET

1. Contractor's Name and Address:
**City of Olympia
Olympia Police Department
601 4th Avenue East
Olympia, WA 98502**
2. Tax Identification No:
91-6001261
3. Contract No:
MHFRT-2018-001-01
4. Contact: **Anne Larson**
Title: **Outreach Services
Coordinator**
5. Contract Period
09/01/2018-06/30/2019
6. Funding Authority
**Washington State Criminal Justice
Training Commission and
Washington Association of
Sheriffs & Police Chiefs**
7. Service Area:
City of Olympia

Telephone: **360-753-8238**

8. Requests for reimbursement under this CONTRACT are subject to the following Budget:

Salaries:	\$63,781.67
Benefits:	\$20,883.78
Travel:	\$1,623.16
Equipment:	\$2,984.00
Supplies:	\$2,320.00
Other:	\$11,021.00
Total	\$102,613.61

IN WITNESS WHEREOF, the WASPC and CONTRACTOR acknowledge and accept the terms of this CONTRACT and attachments hereto, and in witness whereof 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: Familiar Faces Grant Narrative and the Familiar Faces Program Timeline, which constitute the Statement of Work; Contract Specific Terms and Conditions; and Permitted Agencies RideAlong App Use Agreement (a separately executed three-way agreement between WASPC, the CONTRACTOR and RideAlong).

FOR THE WASPC:

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

FOR THE CONTRACTOR:

Name: _____
Title: _____
Date: _____

Olympia Police Department

Familiar Faces Grant Narrative

Project Description

The Olympia Police Department (OPD) and Catholic Community Services (CCS) of Olympia are collaborating on a Mental Health Field Response Team Program that will focus on a Familiar Faces program for Downtown Olympia. "Familiar Faces" for the purposes of this grant application is to be defined as individuals in our community with complex health and behavioral problems and frequent and persistent contact with OPD Walking Patrol, OPD Crisis Response Team, Downtown Ambassadors, and other City staff.

On a daily basis, the OPD Walking Patrol officers lay witness to Familiar Faces community members experiencing personal crisis, which often becomes a public crisis because of the severity of their behavioral health conditions. OPD and CCS recognize the complexity of needs presented by Familiar Faces community members and acknowledge that more effective, intentional interventions are required.

By engaging a smaller number of individuals with intensive, intentional, coordinated wrap-around care, OPD and CCS will make a noticeable impact on the lives of our Familiar Faces community members and create a Downtown environment that is safe, healthy and vibrant for all who live, visit and work in Downtown Olympia. Peer Navigators will each carry a case-load of 10 participants at a time, cycling in new participants as others graduate out of the program. Peer Navigators share their lived experience with individuals to create supportive relationships based on trust and respect in an effort to increase empowerment and hope, improve personal success, provide opportunity for integration into the community, build linkages to needed community resources and begin to establish natural community supports.

Familiar Faces community members will be identified using composite information from OPD Walking Patrol, City staff, and Vulnerable Index scores. The Vulnerability Index is a survey used in Olympia and analysis methodology for identifying and prioritizing the street homeless population for housing according to the fragility of their health.

The OPD and CCS Familiar Faces Program intends to deploy a cross-system approach and remove barriers to effective interventions by deploying purposeful interventions facilitated by CCS Peer Navigators.

Working in collaboration with the OPD Walking Patrol, CCS Peer Navigators will be able to address the specific and complex needs of the City's Familiar Faces such as:

- concrete supports (housing, employment, primary health care or legal services)

- connections to information and referrals to community resources that support health and wellness
- connections to recovery community supports, activities, and events

The partnership between OPD and CCS on this collaborative effort bridges the relationships and community knowledge of OPD Walking Patrol officers with the outreach and mental health services of CCS. We know that such a program will not only benefit OPD officers, but make long-lasting steadfast benefits to Olympia's Familiar Faces community members. The goal of this grant application is to make Olympia a safe, healthy and vibrant community for all.

The 2018 Legislature passed HB 2892.SL and created avenues of funding and support to assist local law enforcement agencies to establish and expand mental health field capabilities. Addressing community members in mental health and behavioral health crisis has been a critical need for OPD officers. The City of Olympia passed a Public Safety Levy in November of 2017, which provides funding for OPD Walking Patrol, Crisis Response Team and Neighborhood Liaison Officers and Community Court. Additionally, the City recently hired a Homeless Outreach Response Coordinator to help address the City's growing number of unsheltered community members and street dependent citizens. Additionally, the City of Olympia passed the Home Fund in February, 2018 funding long-term supportive housing. With the addition of Peer Navigators working with Familiar Faces, OPD is in a position to have a real impact on homelessness and mental illness because of the combined efforts, funds and focus the City is leveraging around these issues.

As a result of the relationships that OPD Walking Patrol Officers have with the City's Familiar Faces community members, law enforcement often understands better than most when an individual is starting to decompensate, their good days and bad days, activities and history. OPD has seen firsthand the power an officer can have in turning the ship for individuals. Replicating that is our goal with the Familiar Faces Program.

Success Story #1, from Downtown Ambassador, Katherine Tahrn

The Downtown Ambassador Program is a program run by the City of Olympia with the mission of keeping downtown Olympia safe and welcoming for all.

As a Downtown Ambassador I've recently had the privilege of working with a member of the homeless community to connect them with services, family and a home. None of this would have been possible without the combined efforts of social services providers and the Olympia Police Department.

John Doe was well known in the downtown community for his big personality and his disruptive behavior. Homeless in downtown for 13 years John actively battled addiction, mental health issues and abusive relationships. He had attempted suicide multiple times, all in full view of the public. The most notable was when he hung himself from a tree and was rescued by an Olympia Police Officer.

By the Spring of 2018 John had used all the services available to him and was running out of options. When an Olympia Police Officer caught John defecating in an ally John was detained and transported to Western State Hospital.

It was exactly what John needed. When he was released he immediately reached out to myself and my partner. He was happy OPD had detained him since he had gotten sober and received mental health treatment. During his detainment he had reached out to his son who was willing to take him back under the condition John stayed sober.

It was key to get John on a train to his son as fast as possible since it was not safe for John to sleep outside. Working as a team we were able to coordinate with an Olympia Police Officer to get a booking photo and arrest information which the train station accepted as ID. The officer was extremely helpful going out of his way to help John get in a stable home with his family.

It only took three days to get John on a train to his family. Now instead of getting beat up, digging in trash for food and begging for drugs John is spending time with his grandchildren and fishing catfish.

On behalf of John and the Downtown Ambassador team we want to thank Olympia Police Department for their crucial role in helping John finally live his life.

The focus area for the Familiar Faces program will be “Downtown Olympia” which is roughly the Farmer’s Market to 8th Avenue and Simmons Street to Plum Street. The OPD Walking Patrol focuses on crimes and behaviors such as trespass, camping, loitering, narcotics, disorderly conduct and mental illness. Walking Patrol Officers spend 90% of their time on foot or bike and are very focused on being visible and connecting with as many people and businesses as possible. The team works diligently to build relationships with community members and businesses, to be available and accessible, and are not pulled away from the Downtown area for regular patrol radio traffic.

OPD Walking Patrol Officers work 7 days a week, split into two shifts. Current hours are:

- Day Shift: 7 days a week, 7:00AM – 5:00PM
- Swing Shift: Wednesday and Thursday 1:00PM – 11:00PM and Friday and Saturday 4:30PM – 2:30AM

Funded by the Public Safety Levy, the OPD Crisis Response Team will be a mobile, high-functioning team capable of providing emergency mental health and substance use disorder services to Olympia community members experiencing crisis. The OPD Crisis Response Team will be staffed by mental health, substance use disorder professionals and other non-

emergency medical staff. The OPD Crisis Response Team model is based in part on the CAHOOTS Program in Eugene, Oregon <http://whitebirdclinic.org/cahoots/>

The Familiar Faces Program will reduce the number of calls to dispatch, calls and email complaints to City staff and limit contacts with Downtown Ambassadors, Clean Team and other City staff addressing the impact of Familiar Faces community members on Downtown Olympia. All City staff and partners will know who is enrolled in Familiar Faces Program – including jail staff, all OPD officers, and dispatch.

At any given time, the Familiar Faces program will serve 15-20 of the most vulnerable individuals in Downtown Olympia who are most resistant to services and resources and have the largest impact on the community's perceptions and feelings of safety in Downtown Olympia. Throughout the duration of the grant cycle, we could serve upwards of 40 individuals or more depending on the severity of each individual case.

CCS has a proven track record of successfully deploying Peer Navigators to work with individuals suffering from mental illness throughout Washington State. All Peer Navigators will be recognized as Peer Specialists by the Division of Behavioral Health and Resources (DBHR). Extensive cross-training between law enforcement and Peer Navigators will be ongoing to share areas of expertise. Peer Navigators will cross-train with dispatch, Walking Patrol, Crisis Response Team and City staff working Downtown.

Under the joint supervision of the CCS Program Manager (Gabe Ash) and OPD Outreach Services Coordinator (Anne Larsen) the Peer Navigators will provide direct services to the participants in the Familiar Faces Program.

Peer Navigators share their lived experience with individuals to create supportive relationships based on trust and respect in an effort to increase empowerment and hope, improve personal success, provide opportunity for integration into the community, build linkages to needed community resources and begin to establish natural community supports. Peer Navigators meet their clients where they are at, literally and emotionally. Street outreach is a critical component of Peer Navigator success and Peer Navigators work within a Harm Reduction model.

Working with identified chronically homeless individuals who can often be service-resistant, especially those who experience both mental illness and substance abuse, takes incredible tenacity. OPD Walking Patrol Officers and CCS Peer Navigators will gain results that programs can only achieve through trust-building and constant, consistent contact through dedicated outreach. The consistency in OPD Walking Patrol officers making contact with Familiar Faces participants, constant and reliable contact through Peer Navigators and supervisory directions from CCS and OPD program managers will foster a program that allows for lasting results.

Engaging homeless communities can be challenging and requires perseverance. All OPD Walking Patrol officers made the deliberate choice to work in Walking Patrol and understand

that traditional “success” in law enforcement (arrests, clearing calls, etc.) will not be measured in Walking Patrol. Success will be measured in numerous small victories for the Familiar Faces participants such as; recovering from various set-backs, long-term stabilization, reconnection to family and reentry as a thriving community member.

Peer Navigators and OPD Walking Patrol will be dedicated to making dozens of contacts with our Familiar Faces community members before trust is built and lines of communication are open. OPD Walking Patrol Officers understand and are ready to experience resistance from Familiar Faces community members.

The City of Olympia is home to various and competent service providers that offer vital resources such as housing, food stability, non-emergent medical care, employment development and behavioral health resources. Partnerships with these social service providers will be vital to the success for the Familiar Faces participants. This program will allow for the focused and relentless attention that the Peer Navigators, OPD Walking Patrol Officers and City staff can provide to Familiar Faces participants. Peer Navigators will join Familiar Faces participants as they connect and access resources and services. Often the most service resistant individuals need a companion to attend appointments and services with them, the Peer Navigators in the Familiar Faces Program will do that.

For Familiar Faces community members who participate in this program, release of information would be obtained in order to access of their diagnosis from their behavioral health or substance use provider (Behavioral Health Resources, Northwest Resources, Adult Behavioral Health Systems, Telecare, Providence, SeaMar, etc.) if they have one. Peer Navigators are trained to identify possible behavioral health and substance use issues. If behavioral health or substance use issues are identified, the Peer Navigator would help Familiar Faces participants connect to an appropriate provider in order for an assessment and diagnosis to be completed. The program will seek to create and follow a coordinated treatment plan that takes into account other wrap-around services they may already be receiving. If the Familiar Faces participants is not receiving other wrap-around services, this program will help them identify and connect with those services based on their needs.

Evidence-based Practices Deployed by Familiar Faces Program:

Harm Reduction:

<https://www.hri.global/what-is-harm-reduction>

Peer Support:

https://www.samhsa.gov/sites/default/files/programs_campaigns/brss_tacs/value-of-peers-2017.pdf

<http://www.mentalhealthamerica.net/sites/default/files/Evidence%20for%20Peer%20Support%20January%202017.pdf>

Housing and Recovery through Peer Services (HARPS):

<https://www.dshs.wa.gov/sites/default/files/BHSIA/dbh/Fact%20Sheets/HARPS.pdf>

Project Need

Homelessness is the most significant and urgent issue of public concern facing Olympia. In recent years, Downtown Olympia has seen increased homelessness - specifically, a spike in street homelessness and homeless encampments throughout the City. Although homelessness in itself is not a crime, law enforcement is the often first to be called to respond to concerns and behaviors surrounding homelessness. The City is dedicated to addressing the issue of homelessness and OPD plays an important role in addressing this complicated and growing problem. **City of Olympia Homelessness website:**

<http://olympiawa.gov/community/homelessness.aspx>

In May of 2018, a survey of OPD staff was conducted asking questions regarding homelessness, mental illness, substance use and poverty. Just over forty percent of OPD officers and staff completed the online survey and the below information captures a snapshot of the information obtained.

- Almost 42% of OPD officers replied that they encountered a high utilizer (Familiar Face) in crisis 15 or more times during a typical work week
- Over 63% indicated the cause of crisis as a combination of mental illness, substance use disorder, poverty and homelessness
- 53% of officers indicated dayshift as the time of day most crisis calls come in
- 63% of officers indicated that 75% of the individuals in crisis are also homeless
- The most immediate need indicated by 60% of officers was mental health counseling.
- Over 77% of officers indicated that 50% or more of individuals in crisis also have a non-emergency medical issue

The latest survey sent out to the City's Parking and Business Improvement Area (PBIA) indicated that out of 92 respondents "Impacts of Homelessness and Street Dependency" (76) and "Customer perceptions of Downtown being unsafe" (70) were the two highest concerns.

<https://www.surveymonkey.com/results/SM-7VPTWM78L/>

OPD Walking Patrol officers are making the consistent contact over-and-over again with the City's homeless and street dependent population, the majority of whom suffer from mental illness, substance use disorder or a combination of the two. A July 2018 article in The Olympian highlights the work of the OPD Walking Patrol: **Article in the Olympia – Managing Olympia's street community is big part of walking patrol officer's job**

<https://www.theolympian.com/news/local/article214696740.html>

Project Personnel

Olympia Police Department Downtown Walking Patrol

OPD sergeant and officers working Walking Patrol will be working directly with the Familiar Faces Program. OPD officers assigned to the Walking Patrol specifically requested the position and understand the goals of relationship and trust building within the position. Sgt. Amy King supervises the OPD Walking Patrol and bring over 18 years' experience to the position.

OPD Walking Patrol Officers

- Sgt. Amy King
- Officer S. O'Brien
- Officer J. Reisher
- Officer E. Tomisk
- Officer J. Sola
- Officer J. Theis
- Officer P. Hutnik

OPD Crisis Response Team

- Managed by Anne Larsen, Phase 1 implementation October, 2018

OPD Outreach Services Coordinator

- As Outreach Services Coordinator for OPD, Anne Larsen (MPA) manages the Crisis Response Team and will manage the Familiar Faces program.

Catholic Community Services

CCS Program Manager

- Program Manager, Gabriel Ash (MSW, MHP) is a Mental Health Professional and will provide oversight of the program.

CCS Peer Navigators

The role of the Peer Navigators will be to work together with Gabe, Anne, and OPD officers to help Familiar Faces clients integrate into the community and build linkages to community resources. Peer Navigators provide non-judgmental and unconditional support to clients and develop customized approaches to fit the client's uniqueness, personality, culture and interest. Peer Navigators utilize motivational interviewing skills to individualize case management plans, connect and guide the clients through supportive services, and transition services to natural and other community supports. At a minimum, Peer Navigators are recognized as a Peer Specialist by DBHR or have the ability to obtain that status within 3 months.

Familiar Faces Partners Group

Downtown Liaison Manager

- Mark Rentfrow, manages the Downtown Ambassadors and Clean Team

<http://olympiawa.gov/community/downtown-olympia/downtown-ambassadors.aspx>

Downtown Ambassadors: The Ambassadors provide street outreach, business support and hospitality services to residents, business owners, property owners and visitors to Downtown. The Downtown Ambassadors are recognized Peer Specialists.

- Teal Russell
- Katherine Trahan

Clean Team: The Clean Team is responsible for general upkeep, repair, painting, trash pickup (including the over 950 “sharps” that were disposed of in June, 2018) and cleaning in and around public spaces in Downtown Olympia. By default, the Clean Team staff are in constant contact with the City’s Familiar Faces participants, the Downtown Ambassadors and OPD Walking Patrol.

Homeless Outreach Coordinator

Olympia’s Homeless Response Coordinator, Colin DeForrest is responsible for developing and implementing a homeless response plan for the City.

Economic Development Director

The Economic Development Director for the City, Mike Reid is responsible for developing and implementing the City’s economic development strategy and creating a positive image for the City.

Downtown Programs Manager

As Downtown Programs Manager, Amy Buckler, is responsible for all programs Downtown, including Parking, Planning and Development.

Partnership and Collaboration

Through 11 years of providing housing services in Thurston County that began with the opening of Drexel House I, CCS has been able to establish collaborating relationships with many service providers in Olympia and Thurston County. CCS connects Drexel House residents to services including BHR, SeaMar, Interfaith Works, Salvation Army, Veterans Affairs, Thurston County Veterans Assistance Fund and others. In addition, they collaborate with other providers to serve their homeless veterans and permanent supportive housing residents in Thurston County Mental Health Court and Thurston County Veteran’s Court. CCS collaborates with each of these agencies on an individual basis based on the needs of each resident. CCS plans to leverage each of these working relationships to help support the Peer Navigators in their work with the Familiar Faces participants.

The efforts of the CCS Program Manager and Peer Navigators will also be coordinated with additional behavioral health and chemical dependency organizations based on the level of services needed and in support of client choice which allows for greater outcome success.

Community engagement is a key component of the work that OPD officers and staff are involved with. In 2017, OPD officers attended over 300 events and were active members on numerous round-tables, taskforces, and teams. With Sgt. King dedicated to Walking Patrol and Anne Larsen hired as Outreach Services Coordinator, Olympia community meetings regarding issues related to homelessness, mental illness, and substance use, have an OPD representative engaged at every meeting.

Services

The Peer Navigators will provide connections to supports and services that are desired by each individual Familiar Faces participants based on their client-driven service plan. They will also provide peer support counseling services with an emphasis on housing retention, providing advocacy, teaching symptom-management techniques and coordinating services with other behavioral health, substance use and medical providers. Skill teaching, ongoing assessment, coaching towards healthy relationships and other peer support services will be provided.

Services provided by the Peer Navigators will be an intensive, flexible community-based that provides mental health and substance use disorder treatment integrated with primary health care and life skills development. This comprehensive approach will center the participants' self-determination and individual recovery goals. The Peer Navigators will also provide ongoing coordination with criminal justice system partners in order to support reentry and reduce incarceration and crisis system utilization. The following evidence-based and best practices will be used in this service delivery:

- Motivational Interviewing
- Permanent Supportive Housing from a Housing First Approach
- Assertive Outreach/Engagement
- Trauma-Informed Care
- Harm Reduction
- Integrated Care and Care Coordination
- Culturally Responsive Services

Familiar Faces participants will be referred into the program by the Familiar Faces Partner Group. Variables, including contact with OPD Walking Patrol, Downtown Ambassadors, and Vulnerable Index score will determine who is designated a Familiar Faces participant.

Step: 1

Welcome, Engage, and Assess

- Dialogue with clients and relate personal experience that will assist in relationship and trust building
- Assess and review the client's ability to communicate their own position and preferences
- Reassure and communicate hopefulness "that they are not alone"
- **Stabilizing Interventions:** Housing assistance, detoxification services, medical care and mental health treatment

Step: 2

Individualized Case Management

- Assist client in assessing options
- Reach agreement with clients about activities that will contribute to healing and support and communicate that to others
- Provide a range of supportive/helpful interventions and activities as agreed to with the participant and documented in their case management plan
- Adapt activities and interventions to enhance focus on strengths, needs and creativity without changing the basic nature of the case management plan
- Assist participants in analyzing progress toward vision and goals and encourage feedback
- Communicate ideas by using own life as a learning and teaching tool
- Communicate progress and concerns to Familiar Faces Partner Group
- **Prosocial Interventions:** Addiction treatment, reduce delinquent peer affiliations, develop prosocial regimen and structure, and address criminal thinking and adaptive problem solving skills

Step: 3

Transitioning Services

- Negotiate and facilitate transitioning to other services and natural support systems, working closely with participant each step of the way
- **Maintenance Needs:** Vocational or educational counseling, life skills training, relapse prevention therapy, long-term recovery services, relapse prevention therapy

All Familiar Faces participants will take the Patient Health Questionnaire (PHQ-9) upon intake. The PHQ-9 is a multipurpose instrument for screening, diagnosing, monitoring and measuring the severity of depression. The PHQ-9 incorporates the DSM-IV depression diagnostic criteria with other leading major depressive symptoms into a brief self-report tool. The tool rates the frequency of the symptoms which factors into scoring severity index. Question 9 on the PHQ-9 screens for the presence and duration of suicide ideation. A follow-up, non-scored question on the PHQ-9 screens and assigns weight to the degree to which depressive problems have affected the patient's level of function.

<https://www.integration.samhsa.gov/images/res/PHQ%20-%20Questions.pdf>

A PHQ-9 depression assessment will get an average depression score at the time of starting Peer Navigation Services and at the end of the grant year. The goal is to see a reduction in average depression scores. **SAMHSA sites a lower depression rating as a result of Peer Support:** https://www.samhsa.gov/sites/default/files/programs_campaigns/brss_tacs/value-of-peers-2017.pdf

Service progress will be evaluated and staffed at weekly meeting with Familiar Faces Partner Group, a citywide multi-disciplinary group that ensures that a range of City departments and

staff focused on homelessness in a coordinated, strategic manner. Every Wednesday afternoon the team will meet to review the Familiar Faces caseload. Partner meetings will ensure City staff coordination and follow-up.

In situations that arise which deem a Designated Crisis Responder (DCR) be called, Peer Navigators will contact the DCR, stay with the Familiar Face participant, and provide the DCR with historical context to build a case for detainment.

Additionally, partners within the criminal justice system will be kept current on participation in the Familiar Faces program, allowing for quick notification to the Peer Navigators, CCS Program Manager or OPD Outreach Supervisors if a participant becomes incarcerated.

Success Story #2, from Downtown Ambassador Teal Russell

The Olympia Downtown Ambassadors and the Olympia Police have been engaging with Jane Doe for the last three plus years. In this time we have gotten countless calls for welfare checks and emergencies that have involved her. She is a high utilizer of emergency services (OPD and OFD) and she has been evaluated by DCR's many times.

In May 2018 multiple first responders received multiple calls about a woman running in the road, taking her clothes off and covered in her own fecal matter. This is regular behavior for Jane Doe. When we first made contact with her she was communicating in a nonsensical way. We called OPD and a DCR to evaluate her. She took off running and we followed slowly behind, until she stopped in a parking lot. We stayed with her there while waiting on OPD to arrive. While waiting, she went down in a train tunnel where she usually sleeps, took off her clothing and engaged in sexual behavior. She took off down the train tunnel naked and barefoot. OPD arrived and went to look for her at the other end of the tunnel. The DCR arrived and we walked to the other end to look for her. We finally located her sitting in the middle of a gravel path dumping dirt on her head and we advised OPD of her location. Four officers arrived, took her into custody and the DCR directed her to St Peters Hospital for evaluation. She spent time at Western State Hospital and came back to us in August 2018. When she came to us she said that she was grateful for OPD and us for what happened. She had gotten to reconnect with her sister. She used our phone to call her sister. We coordinated with Jane Doe to meet up every day to check in. She is currently taking her required medication and is in a program. If it was not for the coordination between OPD and the Ambassadors she would still be stuck in the same destructive reoccurring behavior.

Familiar Faces Program Timeline

September, 2018

- Present Familiar Faces Program to Olympia City Council
- Post Peer Navigator Jobs with Catholic Community Services
- Meet with Familiar Faces Partner Group, strategize implementation
- Identify first Top 20 Familiar Faces
- Interview Peer Navigators
- WASPC RideAlong Application installation and training (start)
- Develop program policy

October, 2018

- Hire Peer Navigators
- Training for Peer Navigator including cross-training at TCOMM and OPD
- Communication to internal and external stakeholders about Familiar Faces Program
- Communication at all OPD briefings, introduction of Peer Navigators and program
- Peer Navigators connect with Familiar Faces participants
- Peer Navigators attend and collaborate with local service providers at meetings such as the Vulnerable Index meeting held weekly at the Community Care Center (Providence)
- Monthly report due to WASPC
- WASPC RideAlong Application implementation
- *OPD Crisis Response Team implementation

November, 2018

- Peer Navigators are working closely with Familiar Faces participants
- Weekly Familiar Faces Partner Group staffs Familiar Face client's caseloads
- Monthly report due to WASPC
- Identification of barriers and create strategies to address needs of Familiar Faces participants
- *sanctioned City of Olympia homeless encampment opens

December, 2018

- Peer Navigators are working closely with Familiar Faces participants
- Weekly Familiar Faces Partner Group staffs Familiar Face client's caseloads
- Monthly report due to WASPC

January, 2019

- Peer Navigators are working closely with Familiar Faces participants
- Weekly Familiar Faces Partner Group staffs Familiar Face client's caseloads
- Monthly report due to WASPC
- Report program success to City Council and community

February, 2019

- Peer Navigators are working closely with Familiar Faces participants
- Weekly Familiar Faces Partner Group staffs Familiar Face client's caseloads
- Monthly report due to WASPC
- Continue program evaluation

March, 2019

- Peer Navigators are working closely with Familiar Faces participants
- Weekly Familiar Faces Partner Group staffs Familiar Face client's caseloads
- Monthly report due to WASPC

April, 2019

- Peer Navigators are working closely with Familiar Faces participants
- Weekly Familiar Faces Partner Group staffs Familiar Face client's caseloads
- Monthly report due to WASPC

May, 2019

- Peer Navigators are working closely with Familiar Faces participants
- Weekly Familiar Faces Partner Group staffs Familiar Face client's caseloads
- Monthly report due to WASPC

June, 2019

- Peer Navigators are working closely with Familiar Faces participants
- Weekly Familiar Faces Partner Group staffs Familiar Face client's caseloads
- Final report due to WASPC
- Report to City Council and community

Identified Barriers & Solutions

Familiar Faces participants resistant to services

- *Tenacity and consistent contact by Peer Navigators and OPD Walking Patrol Officers*

Lack of appropriate shelter and permanent supportive housing

- *Utilize available shelter beds at Drexel House, if appropriate.*
- *Coordinate with City sanctioned homeless encampments, slated to open November, 2018.*
- *City of Olympia HomeFund which passed in February, 2018 and continued advocating for affordable housing options in the City of Olympia and Thurston County.*

Incarceration

- *Peer Navigators will be contacted if a Familiar Faces participant becomes incarcerated within the City of Olympia jail or Thurston County jail. Criminal justices partners will be notified of who is currently a participant in the program.*

RideAlong application and implementation

- *City IT Staff and OPD IT Staff have been investigating the implementation of RideAlong with the current system. Staff are problem-solving any potential setbacks and reaching out to Superior and RMS vendors to address any potential barriers.*

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

This AGREEMENT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS (hereinafter referred to as WASPC); and the AGENCY NAME (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 Legislature, through the Washington State Criminal Justice Training Commission, through the 2018 State Supplemental Operating Budget (funding period of July 1, 2018 through June 30, 2019).

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. The effective date of this CONTRACT shall be the date the last party signs this CONTRACT.

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 RideAlong 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 shall execute the RideAlong App Use Agreement, which will be separately executed between WASPC, the CONTRACTOR and RideAlong.

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. Semi-annual 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 2018-001 CONTRACT Face Sheet
2. Contract Specific Terms and Conditions
3. Contract General 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 2018-001 CONTRACT Face Sheet
4. CONTRACT Specific Terms and Conditions
5. CONTRACT General Terms and Conditions

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PERMITTED AGENCIES (RIDEALONG APP USE AGREEMENT)

This RideAlong App Use Agreement ("Agreement") is entered into and effective as of [•], 2018 ("Effective Date") by and between RideAlong Labs Inc. ("RideAlong"), the Washington Association of Sheriffs and Police Chiefs ("WASPC") and [•] ("Agency") concerning Agency's access to RideAlong'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 RideAlong 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 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 RideAlong 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 RideAlong 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, RideAlong 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 RideAlong 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 RideAlong 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 RideAlong thereof. The parties will cooperate to mitigate the impact of such error or malfunction. RideAlong may suspend use of the Service to address any such error or malfunction and Agency shall implement any corrective measures as RideAlong instructs and not use functions known to malfunction or be erroneous.
- 1.4 Ownership.** As between RideAlong and Agency, RideAlong 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 RideAlong 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 RideAlong 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 RideAlong 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, RideAlong 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 RideAlong with written notice within fourteen (14) days of the Effective Date, in which event Agency agrees to provide RideAlong 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 RideAlong or obtained from Agency or its equipment or facilities (whether directly, or through RideAlong'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 RideAlong are based on the Agency Data as received by RideAlong, and RideAlong is not responsible for any error, omission, or inaccuracy of or based on or resulting from Agency Data. Agency hereby grants to RideAlong, (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, RideAlong exclusively owns all right, title, and interest in and to any new features, conclusions, derivative works, and any other proprietary findings developed by RideAlong through its use of the Agency Data and Output Data, including any intellectual property rights therein. The authorizations granted to RideAlong under this Agreement, including under this Section 1.7, will extend to service providers and other contractors exercising such rights and licenses on RideAlong's behalf, and RideAlong may share Agency Data, including Identifiable Data with such third parties who provide services on RideAlong's behalf. Otherwise, except as provided herein, RideAlong may disclose Identifiable Data only as RideAlong believes to be necessary or appropriate: (a) to comply with applicable legal requirements, including legal process and law enforcement requests; (b) to protect RideAlong's rights, property, and operations, including to enforce RideAlong's agreements, policies, and terms and conditions, and to protect the rights, property, and operations of RideAlong'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 RideAlong'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 RideAlong 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 RideAlong 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, RideAlong 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). RideAlong 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 RideAlong 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 RideAlong 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. RideAlong 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 RideAlong or WASPC, as applicable, without RideAlong'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 RideAlong ("Feedback"), Agency agrees that Agency's disclosure is gratuitous, unsolicited and without restriction and will not place RideAlong or WASPC under any fiduciary or other obligation, and that RideAlong 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 RideAlong. 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 RideAlong to identify Agency as a customer of the Service in RideAlong's customer lists, and its marketing, promotional, and similar materials, including by placing Agency's name and logo on RideAlong's website. Agency also authorizes RideAlong to describe Agency's use of RideAlong's products, software, and services, how it benefits Agency, for example in the form of case studies published on RideAlong's website or in other materials, and that Agency is an early adopter of the Service. Upon request by RideAlong, Agency agrees to (i) use best efforts to speak with third parties regarding Agency's experience using the Service and working with RideAlong, and (ii) provide quotes and other user feedback about the Service for RideAlong's public use, including on RideAlong's website. Furthermore, RideAlong 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]

RIDEALONG

By: _____

Name: _____

Title: _____

Address for Formal Notice:

RideAlong Labs Inc.
155 9th Street
San Francisco, CA 94103

Attn: Katherine B. Nammacher, CEO

[•]

By: _____

Name: _____

Title: _____

Address for Formal Notice:

Attn: _____

**WASHINGTON ASSOCIATION OF SHERIFFS
AND POLICE CHIEFS**

By: _____

Name: Steve Strachan

Title: Executive Director

Address for Formal Notice:

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