

POULSBORO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: 2019-03 Kitsap County Sheriff's Office - Navigator Program ILA

CONFORM AS TO DATES & SIGNATURES

- Approved by the Mayor: _____
- Approved by the City Council: 11/14/2018
- Completion: 12/31/2019
- Recorded: _____
- Certificate of Liability: _____

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Department: _____
- Mayor
- Other: _____

Rhiannon Fernandez
City Clerk

11/14/18 1-8-19
Date

**INTERLOCAL AGREEMENT BETWEEN
THE KITSAP COUNTY SHERIFF'S OFFICE AND
THE CITY OF POULSBO (Navigator Program)**

This Interlocal Agreement ("Agreement") is entered into between the Kitsap County Sheriff's Office ("KCSO") and the City of Poulsbo, a municipal corporation ("Poulsbo").

RECITALS

- A. Poulsbo has created and implemented a Behavioral Health Outreach Navigator Program ("Program"). The Program is designed as an alternative to law enforcement contact, prosecution, and/or incarceration of individuals with behavioral health issues with the goal of diverting initial or further involvement in the criminal justice system. For this purpose, Poulsbo assigns experienced qualified trained mental health specialists as "Navigators" to work cooperatively with law enforcement and the community to connect individuals, identified as at-risk of arrest or in crisis, with treatment and other community resources.
- B. Poulsbo has determined that the Program has provided an effective resource for law enforcement personnel and the community and has received grant funding to extend the services of the Poulsbo Navigators to other law enforcement agencies, including KCSO.
- C. The Interlocal Cooperation Act, Chapter 39.34 RCW, allows public agencies, such as KCSO and Poulsbo, to enter into cooperative agreements to more efficiently provide services within their jurisdictions.
- D. The parties desire to enter into this Agreement to work cooperatively to expand the Program and provide Navigator services to KCSO, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual promises and covenants, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide for the joint and cooperative undertaking of the parties to extend, implement and manage the Program to KCSO, identify those persons responsible for administering the Program, and define the responsibilities of the parties as contemplated in RCW 39.34.030.
2. **FINANCING.** Each party shall be responsible for the compensation of its respective employees and activities related to the Program. This Agreement does not involve the financing of the Program and therefore no budget is required. No compensation will be paid by either party to the other for the provision of Navigator services pursuant to this Agreement.
3. **NO ENTITY CREATED.** The parties agree that nothing in this Agreement shall be construed to create a separate legal or administrative entity subject to suit. The parties shall be independent contractors to one another and nothing herein shall be deemed to cause this Agreement to create any agency, partnership, or joint venture between the parties.

4. ADMINISTRATOR. The Kitsap County Sheriff and the Mayor of Poulsbo, or their designees, will administer this Agreement for each party, and will meet quarterly, or more frequently as needed, for the purpose of reviewing and discussing the operations and performance of the Program and the assigned Navigator. Neither party is intending to assume responsibility or liability for the actions, or failures to act, of the other party and/or their respective employees.
5. DURATION. The term of the Agreement is from September 15, 2018 through December 31, 2019, unless terminated or extended. The Agreement may be extended for additional consecutive one (1) year terms at the written agreement of the parties.
6. TERMINATION. Either party may terminate this Agreement upon prior written notice to the other.
7. RESPONSIBILITIES OF POULSBO AND THE NAVIGATOR
 - A. Poulsbo shall assign, as staffing levels permit, a Navigator with the appropriate qualifications, training and experience to work part-time (up to 20 hours per week) with a KCSO Crisis Intervention Team member or other KCSO law enforcement personnel to connect individuals with behavioral health issues to treatment and other community services. Throughout the term of this Agreement, if Poulsbo's staffing levels do not support assignment of a Navigator to KCSO, Poulsbo shall not be obligated to provide the services of a Navigator. The Navigator may not ride in a KCSO patrol vehicle unless the Navigator has signed the KCSO Ride-Along Release, Waiver & Indemnification form.
 - B. Poulsbo shall ensure that the Navigator(s) assigned to KCSO shall have successfully completed the following prior to assignment:
 1. All background screening requirements as requested by KCSO; and
 2. Criminal Justice Information Services (CJIS) Security Awareness Training as requested by KCSO.
 - C. Requests for Navigator services will be submitted to the Navigator through the KCSO Crisis Intervention Team members and/or a Designated Crisis Responder. The Navigator will work alone and/or in collaboration with a KCSO Crisis Intervention Team member.
 - D. Poulsbo agrees to furnish and pay for the service of a cellular system and computer equipment necessary for the Navigator to perform the services under this Agreement.
 - E. Poulsbo agrees pay for the salary and all associated benefits and costs of the Navigator assigned to KCSO pursuant to this Agreement.
 - F. The Navigator will be provided sufficient information to perform Navigator duties but will not be provided a KCSO Ileads username/password or other access to Ileads. Redacted police reports will be made available to the Navigator upon request.

- G. Poulsbo, the Program, and the Navigator in working with KCSO law enforcement personnel will have access to confidential and intelligence information and shall keep such information confidential unless otherwise required by law. In the event that such information is necessary for grant reporting or other purposes, all information shall be deidentified prior to use. For purposes of this Agreement, deidentified shall have the same definition as provided in the HIPAA Privacy Rule.
- H. The Navigator shall promptly inform the Sheriff's designee in the event of a perceived or actual conflict or breach of confidentiality.
- I. Poulsbo will provide the Navigator with all appropriate training and proper equipment, including appropriate safety equipment (which may include by way of example, not limitation, a ballistic vest, personal protective equipment, reflective vest, etc.) consistent with OSHA standards, to provide the Navigator services under this Agreement.
- J. The Navigator assigned to the KCSO shall at all times and for all purposes be considered an employee of Poulsbo, which shall be solely and exclusively responsible for that employee. All rights, duties and obligations of the employer shall remain with Poulsbo. The Navigator assigned by Poulsbo shall continue under the employment of Poulsbo for purposes of any losses, claims, damages, or liabilities arising out of or related to the services provided to KCSO or the activities of KCSO.

8. RESPONSIBILITIES OF KCSO

- A. KCSO recognizes and acknowledges that the assigned Navigator has employee-related duties and responsibilities to Poulsbo and is part of the Poulsbo Navigator team. As such, the Navigator assigned to KCSO will be required to comply with Poulsbo Navigator policies and attend to other Poulsbo employee-related duties and responsibilities associated with and required by Poulsbo.
- B. KCSO acknowledges and agrees that while the Navigator is providing services to KCSO, Navigator will report to a KCSO Crisis Intervention Team member or another Deputy as assigned by the Sheriff or designee. KCSO further acknowledges and agrees that as a Poulsbo employee, the Navigator's conduct will ultimately be governed by Poulsbo's policies and employee rules.
- C. KCSO agrees to provide a work space for use by the Navigator when providing services under the Agreement, in a location designated by the Sheriff.
- D. KCSO acknowledges and agrees that all overtime work or change in services of the Navigator requires prior approval by the Navigator's Poulsbo supervisor.

9. JOINT RESPONSIBILITIES AND ACKNOWLEDGMENTS

- A. The parties agree to work cooperatively to implement and utilize the Program and promote the Program to law enforcement personnel and the community.

- B. The parties agree that the assigned Navigator shall be responsible for managing his/her work hours. It is the responsibility of the Navigator to obtain prior approval from his/her Poulsbo supervisor in the event of overtime or change in work schedule or services.
- C. The parties acknowledge and agree that Navigator shall not impede, interfere, obstruct, or prevent KCSO law enforcement personnel in the performance of their official duties.
- D. The parties acknowledge and agree that as a condition of providing Navigator services to KCSO, the Navigator will be required to fully cooperate with KCSO law enforcement personnel and Kitsap County in the event the Navigator is a witness or obtains information necessary for the identification, apprehension, and prosecution of any person involved in a crime, while providing services pursuant to this Agreement.
- E. The Sheriff may at any time request the removal of the Navigator assigned to KCSO. In such an event, the parties will work cooperatively to address the issues of removal and replacement, if any.
- F. The parties agree that the Navigator will adhere to the policies established by Poulsbo and KCSO, and promptly inform the Sheriff's designee and the Poulsbo supervisor in the event of a conflict.

10. INDEMNIFICATION

- A. In executing this Agreement, Poulsbo does not assume liability or responsibility for or in any way release KCSO from any liability or responsibility, which arises in whole or in part from the existence, validity or effect of KCSO ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, KCSO shall defend the same at its sole expense and if judgment is entered or damages are awarded against KCSO, Poulsbo, or both, KCSO shall satisfy the same, including all chargeable costs and attorney's fees.
- B. In executing this agreement, KCSO does not assume liability or responsibility for or in any way release Poulsbo from any liability or responsibility, which arises in whole or in part from the existence, validity or effect of Poulsbo ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, Poulsbo shall defend the same at its sole expense and if judgment is entered or damages are awarded against Poulsbo, KCSO or both, Poulsbo shall satisfy the same, including all chargeable costs and attorney's fees.
- C. Poulsbo shall indemnify, defend and hold harmless KCSO and its officers, agents, and employees, or any of them, from and against any and all third-party claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Poulsbo, its officers, agents, employees, including Navigator, in performing services pursuant to this Agreement.
- D. KCSO shall indemnify, defend and hold harmless Poulsbo and its officers, agents, and employees, or any of them, from and against any and all third-party claims, actions, suits,

liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of KCSO, its officers, agents, and employees in performing services pursuant to this Agreement.

- E. A party's obligation to hold harmless, indemnify and defend the other party under this Agreement, its elected officials, officers, agents and employees resulting from the concurrent negligence of the parties to this Agreement shall apply only to the extent of the negligence of the indemnifying party, its officers, agents and employees while performing services pursuant to this Agreement.
 - F. Each party waives immunity under the Industrial Insurance Act, Title 51 RCW, solely to the extent necessary to provide indemnity to the other City for injuries to employees. This waiver has been mutually negotiated.
11. **INSURANCE.** Each party shall maintain appropriate liability insurance or self-insured coverage to cover potential liabilities arising from this Agreement.
 12. **PROPERTY.** The parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a party during this Agreement shall be held by and remain the property of the acquiring party.
 13. **RECORDS.** Poulsbo shall be responsible for record keeping, record storage/retention, and reporting related to the Navigator's duties as required by law. Poulsbo and the Navigator will provide KCSO any and all records as requested or required by KCSO for law enforcement and/or records retention purposes.
 14. **NONDISCRIMINATION.** No party shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.
 15. **EFFECTIVE DATE/FILING.** This Agreement will take effect when executed by the parties. Prior to its entry into force, this Agreement shall be filed with the Kitsap County Auditor's Office or, alternatively, listed by subject on the web site or other electronically retrievable public source in compliance with RCW 39.34.040.
 16. **NOTICE.** All notices will be delivered in writing to the KCSO Sheriff or Poulsbo Mayor.
 17. **COMPLIANCE WITH REGULATIONS AND LAWS.** The parties shall comply with all applicable laws, rules and regulations pertaining to them in connection with the services provided and matters covered in the Agreement.
 18. **IMPLIED CONTRACT TERMS.** Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.

19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, and with facsimile, email or electronic signatures, all of which shall be deemed to constitute one and the same instrument, with each counterpart deemed an original.
20. INDEPENDENT CAPACITY. The employees and agents of each party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that party and shall not be considered, for any purpose, to be employees or agents of the other party to this Agreement. The Navigator providing services to Kitsap County shall for all purposes remain the employee of Poulsbo. Neither party shall have the authority to bind the other nor control the employees, agents or contractors of the other party to this Agreement. All rights, duties and obligations of a party shall remain with that party. Each party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations with regard to its own employees.
21. CHANGES, MODIFICATIONS, AND AMENDMENTS. This Agreement may be changed, modified, or amended, only by written agreement executed by the parties hereto.
22. NO THIRD-PARTY RIGHTS. This Agreement is intended to be solely between the parties. No part of this Agreement shall be construed to add, supplement, or amend existing rights, benefits, or privileges of any third party, including without limitation, employees of either party.
23. ASSIGNMENT. The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by either party.
24. WAIVER. A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party.
25. SEVERABILITY. The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, shall not affect any other term or condition of the Agreement and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.
26. SURVIVAL. Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, without limitation, the respective responsibilities of each party and indemnification.
27. HEADINGS. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
28. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties and supersedes any other agreement or understanding of the parties relating to the subject matter of this Agreement.

29. AUTHORIZATION. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

Dated this 14 day of Nov, 2018

CITY OF POULSBO

By 
BECKY ERICKSON, MAYOR

Dated this 21st day of Nov., 2018

KITSAP COUNTY SHERIFF'S OFFICE

By 
GARY SIMPSON, SHERIFF