

## POULSBO AGREEMENT DISTRIBUTION SCHEDULE

**SUBJECT:** 2019-041 ILA Among the Cities of Port Orchard and Poulsbo for Provision of Law Enforcement Behavioral Health Navigator Services

### CONFORM AS TO DATES & SIGNATURES

- Approved by the Mayor: 06/10/2019
- Approved by the City Council: \_\_\_\_\_
- Completion: \_\_\_\_\_
- 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

09/04/19  
Date

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF  
PORT ORCHARD AND POULSBO FOR PROVISION OF LAW  
ENFORCEMENT BEHAVIORAL HEALTH NAVIGATOR SERVICES**

This Agreement is by and between the City of Poulsbo (“Poulsbo”) and the City of Port Orchard (“Port Orchard”) and is made and entered into pursuant to the provisions of Chapter 39.34 RCW.

WHEREAS, the undersigned cities hereto are public agencies as defined by Chapter 39.34, Revised Code of Washington, and are authorized to enter into joint or cooperative actions and to cooperate with each other on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, law enforcement agencies are often the first responders to those in behavioral health crises or with behavioral health conditions and who are in need of connection to services, thereby creating a demand upon the undersigned cities respective to resources and impacting the communities of the undersigned cities, both individually and jointly; and

WHEREAS, the City of Poulsbo Police Department has an established Behavioral Health Outreach Navigator Program which assists law enforcement in connecting individuals with behavioral health issues, who are identified as at-risk or in crisis, with treatment and other community resources, with the goal of diverting initial or further involvement in the criminal justice system; and

WHEREAS, the City of Port Orchard has determined that the cooperative utilization of the City of Poulsbo Police Department Behavioral Health Outreach Navigator Program would be of benefit to its Police Department and the community; and

WHEREAS, the City of Poulsbo agrees that the cooperative utilization of its Behavioral Health Outreach Navigator Program is of benefit to the City of Port Orchard, the City of Poulsbo and their respective communities;

NOW THEREFORE, the City of Poulsbo and the City of Port Orchard, through their respective legislative bodies, do hereby agree as follows:

1. **SCOPE OF SERVICES.** Poulsbo Police Department (“PPD”) shall assign, as staffing levels permit, to the City of Port Orchard Police Department (“POPD”) a Police Navigator (“Navigator”) from the Poulsbo Police Department Behavioral Health Outreach Navigator Program (“Program”). The Navigator will be housed in the Port Orchard Police Department and will work no more than 30 hours per week with POPD, assisting law enforcement officers to connect individuals with behavioral health issues to treatment and other community services.
  
2. **NAVIGATOR ASSIGNMENT.** PPD shall ensure the Navigator has the appropriate and necessary qualifications, training and experience to provide the services under this Agreement and retains the sole authority to remove, replace or change the assigned Navigator to POPD. However, PPD shall make reasonable attempts to avoid any significant disruptions to ongoing cases. POPD shall provide to the Navigator and PPD a designated member of the POPD Crisis Intervention Team, or other POPD law enforcement officer, who shall serve as the point of contact for the Navigator services and shall supervise the Navigator and the provision of related services while on-site, in collaboration with the PPD Administrative Services Manager.
  - a. The City of Poulsbo shall pay the salary, associated benefits and employment costs of the Navigator, with any overtime work needing prior approval by the PPD Administrative Services Manager.
  
  - b. The Navigator shall be considered an employee of the PPD, reporting to, and supervised by the PPD Administrative Services Manager. The Navigator will adhere to the policies and procedures of the PPD, including the Behavioral Health Navigator Program policies. Should an actual or perceived conflict arise regarding the responsibilities, policies, or delegated duties of the Navigator, POPD shall promptly inform PPD.

- c. The Navigator shall continue to have ongoing responsibilities with the PPD and may be required to provide navigator support, attend mandatory trainings, conduct investigations or attend to other work-related matters for PPD or other partnered agencies, at the sole determination of PPD. Should POPD wish for the Navigator to participate or attend any POPD required meetings or trainings, POPD shall seek authorization from the PPD Administrative Services Manager.
  - d. PPD shall provide the Navigator with a cellular phone and laptop for the provision of the services in this Agreement, which shall remain the property of PPD.
  - e. POPD shall provide the necessary workspace and/or workstation in its Department which provides the Navigator at a minimum access to ILeads, or any replacement County-wide law enforcement records management system. The Navigator shall enter all contacts into ILeads or its successor, and through this Agreement is given the authorization to do so. Such entry shall be in accordance with the policies and procedures of the PPD.
3. **COSTS.** For calendar year 2019, unless as especially provided for herein, all costs for the services under this Agreement shall be borne by the City of Poulsbo.
4. **INSURANCE.** The cities shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective as between the member cities signing this Agreement and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this provision on liability shall not relieve any individual city from its obligations under this Agreement.
5. **LIABILITY.** Each City shall be responsible for the wrongful or negligent actions of its employees while participating in the Navigator Program as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.

- a. To that end, each City promises to hold harmless and release the other from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned between the parties or other at fault persons or entities in accordance with the laws of the State of Washington.
  - b. Nothing herein shall be interpreted to:
    - i. Waive any defense arising out of RCW Title 51.
    - ii. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to the loss, claim or liability, including but not limited to an assertion that the officer(s) was acting beyond the scope of his or her employment.
    - iii. Cover or require indemnification or payment of any judgment against any individual or city for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.
6. **PUBLIC RECORDS.** This Agreement does not establish a separate or independent legal entity subject to suit or to the Washington Public Records Act (PRA), Chapter 42.56 RCW. Accordingly, each party shall be responsible for retaining records it creates, owns or uses, in accordance with the applicable record retention laws. All public records requests shall be handled independently by the agency receiving the request in accordance with its own policies and state law.

7. **EFFECTIVE DATE.** This Agreement shall take effect on January 1, 2019 and shall expire December 31, 2019, unless otherwise terminated per Section 8 of this Agreement.
8. **TERMINATION.** This Agreement can be terminated at any time without cause, with thirty (30) days' written notice by either party. Termination of this Agreement shall not terminate paragraphs 4 or 5 hereof as to any incident arising prior to the termination of this Agreement and paragraphs 4 and 5 shall survive the termination of this Agreement with respect to any cause of action, claim, or liability arising on or prior to the date of termination.
9. **ADMINISTRATION.** This Agreement is executed in accordance with the authority of Chapter 39.34, the Interlocal Cooperation Act. The parties do not create through this Agreement a separate legal entity subject to suit. The Police Chiefs of PPD and POPD, or their designees, will administer this Agreement for each party, and will meet each quarter, or as needed, for the purpose of reviewing and discussing the operations and performance of the Navigator and the Navigator Program.
10. **DISPOSAL OF PROPERTY.** No real or personal property will be jointly acquired or owned by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.
11. **WRITTEN NOTICES.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1<sup>st</sup> class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

For City of Poulsbo:

Chief Dan Schoonmaker  
Poulsbo Police Department  
200 NE Moe Street  
Poulsbo, WA 98370

For City of Port Orchard

Chief Geoffrey Marti  
Port Orchard Police Department  
546 Bay Street  
Port Orchard, WA 98366

12. **SEVERABILITY.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.
13. **WAIVER.** Failure to enforce any provisions of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed a waiver of any other right or power.
14. **AMENDMENT.** This Agreement may only be amended by written agreement of all parties.
15. **GOVERNING LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws and administrative rules of the State of Washington. In the event of dispute, the venue for any action brought hereunder shall be in Kitsap County Superior Court.
16. **FILING.** This Agreement shall be filed with the County Auditor or listed by subject on each agency's website pursuant to RCW 39.34.

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement, this 10<sup>th</sup> day of June, 2019.

**CITY OF POULSBO**

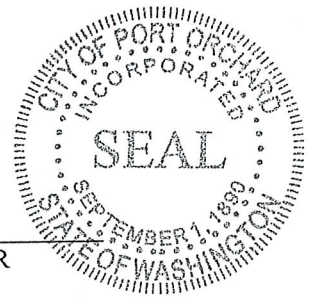
  
BECKY ERICKSON, MAYOR

**CITY OF PORT ORCHARD**

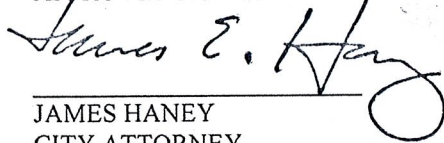
  
ROBERT PUTAANSUU, MAYOR

Attest:


By:   
BRANDY RINEARSON  
CITY CLERK



APPROVED AS TO FORM:

  
JAMES HANEY  
CITY ATTORNEY

APPROVED AS TO FORM:

  
SHARON CATES  
CITY ATTORNEY