

INTERLOCAL AGREEMENT BETWEEN THE CITY OF POULSBO AND CENTRAL KITSAP FIRE AND RESCUE FOR THE FIRE DEPARTMENT BASED COMMUNITY ASSISTANCE, REFERRALS, AND EDUCATION SERVICES ("CARES") PROGRAM.

This Interlocal Agreement ("Agreement") is entered into by the City of Poulsbo ("City") and Central Kitsap Fire and Rescue, ("Central Kitsap") under the authority of the Interlocal Cooperation Act, R.C.W. Chapter 39.34. The City and Central Kitsap are individually a "party" and collectively the "parties".

RECITALS

WHEREAS, the City maintains a Housing, Health, and Human Services department with responsibility for matters related to the health and well-being of Poulsbo residents, which includes public health and behavioral health related issues; and

WHEREAS, the City has successfully implemented a police navigator program and has a desire to expand those services to citizens outside of the criminal justice system and to reduce the instances of law enforcement personnel mitigating mental health and substance abuse related crisis; and

WHEREAS, connecting residents in need of services with the most appropriate resource improves their lives and health, reduces unnecessary utilization of more expensive and unnecessary services and therefore ultimately saves tax dollars; and

WHEREAS, the City was awarded grants ("City Grants") to expand the CARES program to the CARES services from the Association of Washington Cities, Olympic Community Health, and Washington State;

WHEREAS, Central Kitsap was awarded a grant ("County Grant") from Kitsap County to expand the CARES program to the Central Kitsap area; and

WHEREAS, the CARES program will help to identify members of the community who use the 911 system or emergency department for non-urgent or non-emergency purposes and connect them to their primary care providers, other health care professionals, low-cost medication programs, and other social services; and

WHEREAS, RCW 52.02.020 authorizes fire departments to utilize EMTs, paramedics and other healthcare professionals to provide community outreach and assistance to residents in order to improve population health and advance illness and injury prevention; and

WHEREAS, Central Kitsap's strategic plan identifies the implementation of an FD CARES unit for responding to behavioral health issues; and

WHEREAS, the parties desire to enter into an agreement pursuant to the terms and conditions set forth here in order to develop the CARES program.

AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. Purpose. The purpose of this agreement is for the parties to establish their roles and responsibilities in the implementation of the CARES program.
2. The City shall be responsible for the administration of the City Grants from the Association for Washington Cities, Olympic Community of Health, and the Department of Commerce.
 - 2.1. The City's Director of Health, Housing, and Human Services ("Director") shall provide project management assistance.
 - 2.2. The Director shall conduct the reporting and record keeping as required by the Association of Washington Cities, Olympic Community of Health, and Washington State, and will ensure that the requirements of the Grant are fulfilled.
 - 2.3. The Director shall manage the City Grants' budget. The Director shall work with Central Kitsap to identify community needs, build relationships with service providers, build community awareness of the program, and identify future funding sources.
 - 2.4. The City will perform the financial management of the City Grants funds and reimburse Central Kitsap for expenses incurred as provided for in the City Grants' budget.
 - 2.5. The City will maintain, hire, and be solely responsible for supervising, a community support specialist, as well as other behavior health professionals on an as-needed basis, for the CARES program.
 - 2.6. The City will contract with a mental health, substance use disorder, or social service agency to provide additional personnel, on an as-needed basis, for the CARES program.
 - 2.7. All persons employed or otherwise engaged by the City in connection with the City's obligations under Sections 2.5 and 2.6 (collectively, the "City CARES Program Specialists") shall be members of Central Kitsap Fire's "workforce" as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Such designation is for purposes of HIPAA compliance only and shall not be construed as altering the independent contractor relationship of the parties. As members of Central Kitsap Fire's workforce for purposes of HIPAA compliance, the City shall ensure that the City CARES Program Specialists comply with Central Kitsap Fire's policies and procedures governing the privacy and security of protected health information ("PHI), including but not limited to Central Kitsap Fire's HIPAA training requirements. If any change of law or regulation occurs which prohibits the City CARES Program Specialists from being designated as a member of Central Kitsap Fire's workforce for purposes of HIPAA compliance, the parties agree to negotiate in good faith to reform or

modify this Agreement or enter into a separate agreement as necessary to permit Central Kitsap Fire to share PHI with the City CARES Program Specialists as necessary for such personnel to perform their responsibilities for the CARES Program.

- 2.8. The City will, within thirty days of receipt of an invoice, reimburse Central Kitsap from the City Grant funds for properly submitted and documented invoices that are eligible for reimbursement.
3. Central Kitsap will be responsible for the administration of the County Grant from Kitsap County. Central Kitsap will also manage the day-to-day operations of the CARES program.
 - 3.1. Central Kitsap will conduct the reporting and record keeping as required by Kitsap County and ensure the requirements of the County Grant are fulfilled.
 - 3.2. Central Kitsap will perform the financial management of County Grant funds from Kitsap County and reimburse the City for expenses incurred as provided for in the County Grant's budget.
 - 3.3. Central Kitsap will designate the City's CARES Program Specialists as members of Central Kitsap's workforce for purposes of HIPAA compliance and will ensure that such personnel are subject to all of Central Kitsap's policies and procedures governing the privacy and security of PHI, including but not limited to all HIPAA training requirements.
 - 3.4. Central Kitsap will assign a Firefighter/EMT or Firefighter/Paramedic, with the appropriate training and certification, to the CARES program or provide an equivalent staffing level to meet the needs of the program.
 - 3.5. Central Kitsap's Medical officer will be solely responsible for the supervision of the Firefighter/EMT or Paramedic assigned to the CARES program.
 - 3.6. Central Kitsap will provide the tools and equipment necessary to support the CARES program, including; office space, vehicles, and personal protective equipment.
 - 3.7. Central Kitsap will own and maintain an electronic records management system for HIPAA protected patient information for individuals assisted by the CARES Program.
 - 3.8. Central Kitsap will provide response statistics and analytics as requested by the Director consistent with the County Grant and City Grants requirements.
 - 3.9. Central Kitsap will maintain automatic aid agreements with North Kitsap Fire and Rescue, Bainbridge Island Fire Department, and Poulsbo Fire to allow the services of the CARES program to be provided within their jurisdictions.
 - 3.10. Central Kitsap will, within thirty days of receipt of an invoice, reimburse the City from the County Grant funds for properly submitted and documented invoices that are eligible for reimbursement.
4. Social Services Provider Liability: The City will require that any contracted mental health, substance use disorder, or social services provider ("provider") maintains

worker's liability compensation insurance for their employee and that the social services provider maintains liability insurance. Further, the provider will be required to be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this contract by its personnel only, and indemnify, defend and hold the City and Central Kitsap and its personnel and officials harmless for all costs, expenses, losses and damages, including attorneys' fees and other costs of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this contract.

5. Indemnification: Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. Each party shall be responsible for its own legal costs and attorneys' fees. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
6. Insurance Term: Each party shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the such party, its agents, representatives, or employees.
 - 6.1.No Limitation: The maintenance of insurance as required by the Agreement shall not be construed to limit the liability of either party to the coverage provided by such insurance, or otherwise limit the other party's recourse to any remedy available at law or in equity.
 - 6.2.Minimum Scope of Insurance: Each party shall obtain insurance of the types and coverage described below:
 - 6.2.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - 6.2.2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under

the Central Kitsap's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

6.2.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

6.3. Minimum Amounts of Insurance: Each party shall maintain the following insurance limits:

6.3.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

6.3.2. Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate

6.3.3. Professional Liability insurance shall be written with limits no less than \$5,000,000 per claim and \$5,000,000 policy aggregate limit.

6.4. Other Insurance Provision: Each party's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the other party. Any insurance, self-insurance, or self-insured pool coverage maintained by the a party shall be excess of the other party's insurance and shall not contribute with it.

6.5. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

6.6. Verification of Coverage: Each party shall furnish the other party with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

6.7. Notice of Cancellation: Each party shall provide the other party with written notice of any policy cancellation within two business days of its receipt of such notice.

6.8. In the alternative, either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62. In this regard, the parties understand that the party to this agreement who is a member of such a program is not able to name the other party as an "additional insured" under the liability coverage provided by the joint self-insurance program.

6.9. Failure to Maintain Insurance: Failure on the part of either party to maintain the insurance as required shall constitute a material breach of contract, upon which the other party may, after giving five business days notice to the breaching party to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection

therewith, with any sums so expended to be repaid to the non-breaching party on demand, or at the sole discretion of the non-breaching party, offset against funds due to the other party.

- 6.10. Full Availability of Limits: If a party maintains higher insurance limits than the minimums shown above, the other party shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by such party, irrespective of whether such limits maintained by that party are greater than those required by this Agreement or whether any certificate of insurance furnished to a party evidences limits of liability lower than those maintained by the other party.
7. Property. Any property acquired by the City pursuant to this agreement shall remain property of the City, and any property acquired by Central Kitsap pursuant to this agreement shall remain property of Central Kitsap.
8. Financing. Each party shall be responsible for any costs incurred in the implementation of this program that are not allowed for in the program budget.
9. Public Duty. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons. The duties of both parties under this agreement are duties owed to the public generally and by entering into this agreement, neither the City or Central Kitsap incur a special duty to the other party, other agencies, or to any citizen receiving services through the CARES program
10. Term/Termination. This agreement shall remain in effect until December 31, 2023. This agreement may be terminated by either party upon the giving of sixty (60) days' written notice to the other party.
11. Notices. All notices, requests, demands, and other communications required by this agreement shall be in writing. Notices to the City shall be directed to the Mayor. Notices to Central Kitsap shall be directed to the Fire Chief.
12. Administration. This agreement shall be jointly administered by the Mayor of the City and the Chief of Central Kitsap.
13. Spirit of Cooperation. The City and Central Kitsap's joint goal is to work with one another at all times in an open, reasonable, and fair manner, and in a spirit of mutual cooperation, so any disagreements, or potential disagreements, that arise between them regarding any aspect of the subject matter of this Agreement may be settled as quickly and fairly as possible.

14. Filing with the County Auditor. Pursuant to R.C.W. 39.34.040, this agreement shall be recorded by the County with the Kitsap County Auditor as soon as reasonably possible after its execution by both parties.

IN WITNESS WHEREOF, the parties have signed as of the date set forth below.

CITY OF POULSBO

CENTRAL KITSAP FIRE AND RESCUE


MAYOR REBECCA ERICKSON


Date: _____
DocuSigned by: _____


WITNESS:
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RHIANNON FERNADEZ, CITY CLERK

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY


833D0DC7E3647E
Ogden Murphy Wallace, PLLC

DocuSigned by:

7061169A53044B2
By: _____
Printed: J. christian
Title: Fire Chief
Date: 1/10/2023