

**Contract No. 014-21**

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PORT ORCHARD  
AND KITSAP COUNTY FIRE PROTECTION DISTRICT NO. 7 (SOUTH KITSAP FIRE  
AND RESCUE) REGARDING THE COMMUNITY HEALTH NAVIGATOR**

THIS AGREEMENT (“Agreement”) is entered into between the City of Port Orchard (“the City”) and Kitsap County Fire Protection District No. 7, South Kitsap Fire and Rescue (“the District”) (individually a “Party” and collectively the “Parties”), under the authority of the Interlocal Cooperation Act, RCW 39.34, for the purposes set forth herein.

WHEREAS, the City and the District believe there is a need for a Community Health Navigator in South Kitsap; and

WHEREAS, many individuals in the South Kitsap community rely on emergency services (police and fire) for low acuity calls that could be handled or resolved by alternative resources if those individuals were aware of available alternative resources; and

WHEREAS, Community Health Navigators build effective working relationships with individuals after they have been in contact with First Responders, by providing support, education and assistance to those individuals to help them navigate the complex health care system and by informing those individuals of the resources available to them; and

WHEREAS, the City and District believe that if individuals in the South Kitsap community had a resource such as a Community Health Navigator, low acuity calls would be reduced, thus allowing First Responders to better respond to life-threatening emergencies; and

WHEREAS, the City and the District desire to cooperate and utilize a Community Navigator that serves the City’s Police Department and the District; and

WHEREAS, the Parties desire to share the costs for the new Community Health Navigator and have come to a mutual understanding as to their responsibilities and wish to set forth that understanding in writing; NOW, THEREFORE,

**THE PARTIES HERETO AGREE AS FOLLOWS:**

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to set forth the mutual understanding of the Parties as to their respective obligations relating to a Community Health Navigator.

**2. DUTIES AND RESPONSIBILITIES OF THE CITY.**

- 2.1. The Parties agree that the City will be responsible for hiring an individual who will be a new Community Health Navigator to perform services for both the City and the District in accordance with this Agreement. The City may suspend provision of these services whenever the position is vacant.
- 2.2. The City agrees that this individual's sole responsibility shall be as the new Community Health Navigator. The Community Health Navigator's responsibilities are more fully described in the job description attached hereto as Exhibit A.
- 2.3. The Community Health Navigator shall be an employee of the City at all times, and as such, the City shall retain all rights, duties and obligations as an employer and shall be responsible for all compensation, benefits and resources associated with the employment of that individual.
- 2.4. The City shall be responsible for the oversight of the Community Health Navigator and shall supervise that individual's daily activities. The Community Health Navigator is subject to all City administrative policies and is terminable at the City's discretion.
- 2.5. The City agrees that the Community Health Navigator is available to perform the duties identified on Exhibit A for the District as a Community Health Navigator 50% of the Navigator's time, on an annual basis. The Parties acknowledge, however, that the number of hours worked for the District per week may fluctuate depending on the Navigator's workload.
- 2.6. The City shall sign and abide by the terms of a Business Associate Agreement to allow the Parties to share HIPAA protected information.
- 2.7. The City will provide monthly reports to the District regarding the work performed by the Community Health Navigator on behalf of the District. The Parties will mutually agree as to the form and content of the report.

**3. DUTIES AND RESPONSIBILITIES OF THE DISTRICT.**

- 3.1. The District agrees to pay for fifty percent (50%) of those costs associated with the total cost of compensation for the individual hired by the City as the new Community Health Navigator. This amount shall not exceed \$65,000.00 annually, provided, however, after the annual anniversary of this Agreement, the cap may increase in an amount equivalent to the percentage increase set out in the City's applicable collective bargaining agreement up to 3%. In the event the City's applicable collective bargaining agreement would require an annual increase in any year that exceeds a 3% increase above the District's previous yearly cost, the District may reject the increase and the parties may negotiate a different increase, if any. The City agrees to notify the District 90 days prior to the anniversary date of the Agreement of any applicable increase. In the event that this Agreement is terminated early, the District shall only be responsible for its pro-rated share of the cost of the Community Health Navigator.

- 3.2. The District shall provide transportation for the Community Health Navigator for work performed by the Community Health Navigator on behalf of the District, where travel is necessary in the discretion of the District.
- 3.3. The District shall provide annual HIPAA training for the Community Health Navigator.

4. **DURATION OF AGREEMENT.** This Agreement shall take effect upon the date it is (1) executed fully by both Parties and (2) either filed with the County Auditor or posted on at least one of the Parties' websites in accordance with Section 16 below ("Effective Date"). This Agreement shall remain in full force and effect for three (3) years starting on the Effective Date, unless or until earlier terminated as provided for in Section 5.

5. **TERMINATION.** Either Party may terminate this Agreement at any time by giving the other Party ninety (90) days advance written notice of the intent to terminate; PROVIDED that the provisions of Paragraphs 6 and 8 shall survive the termination of this Agreement.

6. **INSURANCE/MUTUAL INDEMNIFICATION.** Each Party shall carry appropriate liability and property damage insurance to cover any loss occasioned by the negligent actions of the acting Party during the performance of any obligation pursuant to this Agreement, in the types of coverage and amounts as follows:

- Commercial General Liability in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$1,000,000) aggregate.
- Automobile Liability in an amount not less than one million dollars (\$1,000,000) per occurrence.
- A Certificate of Insurance for worker's compensation coverage.

The insurance requirements herein shall be deemed satisfied by evidence of a Party's membership in a self-insurance pool. Failure on the part of any Party to maintain the insurance as required shall constitute a material breach of this agreement.

Each Party also agrees to indemnify, defend and hold harmless the other Party and its elected and appointed officials, officers, employees and agents, from and against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees or agents in the performance of this Agreement, provided the District shall indemnify and hold harmless the City for fifty percent (50%) of any settlement amount, damages, losses, costs, penalties and fees, including attorney fees, of any nature or kind arising out of the acts or omissions of the Community Health Navigator while performing duties on behalf of the District. Solely for purposes of this indemnification provision, each Party waives

the immunity it would otherwise enjoy under RCW Title 51 (Industrial Insurance) and acknowledges that this waiver was mutually negotiated by the Parties.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, their officers, officials, employees, and volunteers, the City's and/or District's liability hereunder shall be only to the extent of the City's and/or District's negligence.

7. **PAYMENT.** The District shall pay its portion of the cost associated with the Community Health Navigator within 30 days of issuance of an invoice by the City. An invoice will be issued on the anniversary date of execution of this Agreement by the City annually for the duration of the Agreement. The City will provide a pro-rated reduction in costs for any period during which the provision of services are suspended due to a vacancy of the position.

8. **REVIEW MEETINGS.** Every three months, and more often if deemed necessary, the Parties shall meet to discuss and review the work being performed by the Community Health Navigator, review successes and failures and determine whether any changes need to be made to this Agreement or the scope of services thereunder. The Community Health Navigator shall remain an employee of the City at all times, and the City shall retain the right and duty to supervise and direct the Community Health Navigator at all times.

9. **NO JOINT ENTITY, RECORDS, OR PROPERTY.** No joint entity or enterprise is created by this Agreement and no property will be acquired by the Parties under this Agreement. Each Party will retain independent title to any property acquired by that Party and used in the performance of the duties and responsibilities provided herein. As the Navigator is an employee of the City, all records created, used, or maintained by the Navigator shall be the property of the City. If either party receives a request for records created, used or maintained by the Navigator under the terms of this Agreement, the party shall provide notice to the other party of the request within five (5) business days of receipt of the request.

10. **ADMINISTRATION.** This Agreement shall be administered by the City's Mayor and the District's Fire Chief.

11. **NOTICE.** Any notices to be given under this Agreement shall be delivered in person or mailed to the Parties at the following addresses:

To the City: Mayor Rob Putaansuu  
City of Port Orchard  
216 Prospect St.  
Port Orchard, WA 98366

To the District: Chief Jeff Faucett  
Kitsap County Fire Protection District No. 7 (SKFR)  
1974 Fircrest Dr SE  
Port Orchard, WA 98366

or to such other persons or addresses as may be provided, from time to time, by the Parties. Notices given by mail shall be deemed received three (3) days after the same are placed in the U.S. Mail, postage prepaid, addressed as provided in this section.

12. **SEVERABILITY.** In the event that any section, sentence, clause, or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

13. **NO WAIVER.** Any Party's failure to insist upon strict performance of another Party's covenants or agreements, or to exercise any rights, shall not be deemed a waiver or relinquishment by such Party, and such covenants, agreements and rights shall continue in full force and effect.

14. **INTEGRATED AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and may be modified only by a written instrument signed by both Parties hereto, and duly authorized by the governing body for each Party. There are no other verbal or other agreements that modify or affect this Agreement.

15. **COOPERATION / DISPUTES.** The Parties shall strive to cooperate with one another in all reasonable respects and at all reasonable times so the terms and spirit of this Agreement may be fully implemented for the benefit of both Parties and their constituents. If a dispute cannot be cooperatively resolved, this Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington, and jurisdiction and venue for any action arising out of this Agreement shall be in Kitsap County, Washington.

16. **FILING OF AGREEMENT.** Parties shall file a certified copy of this Agreement with the Kitsap County Auditor or, alternatively, post the Agreement on each Party's website before the Agreement becomes effective, as required by RCW 39.34.040.

17. **REASONABLE INTERPRETATION.** For the reason that both Parties hereto have had ample opportunity to provide input for the preparation of this Agreement, it shall not be interpreted in favor of or against either Party. Rather, it shall be provided with a reasonable interpretation to the end that its terms and intent may be fully and reasonably implemented.

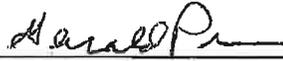
CITY OF PORT ORCHARD

KITSAP COUNTY FIRE PROTECTION  
DISTRICT NO. 7 (SKFR)



\_\_\_\_\_  
Mayor Rob Putaansuu

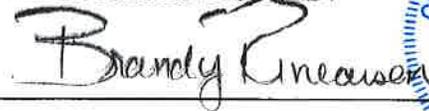
Date: 12-29-2020



\_\_\_\_\_  
Chairman Gerald Preuss

Date: 12-10-2020

ATTEST/AUTHENTICATED:



APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the District

APPROVED AS TO FORM:



\_\_\_\_\_  
City Attorney

# CITY OF PORT ORCHARD

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## JOB DESCRIPTION

<b>Job Title</b>	Community Health Navigator	<b>FLSA</b>	Non-exempt
<b>Department</b>	Police Department	<b>Civil Service</b>	Yes
<b>Reports To</b>	Chief of Police	<b>Union</b>	Teamster
<b>Revisions</b>	November 2020	<b>Work hours</b>	Full-time

### **Major Function and Purpose**

The Community Health Navigator assists members of the South Kitsap County community with connection to treatment, resources, and services during and after contact with first responders. The purpose is to increase the overall health and well-being of the community by providing individuals with resources that do not require an emergency service response.

### **General Function**

Under general supervision and direction from the supervisor, the Community Health Navigator will coordinate with emergency services (fire, EMS, law enforcement), accompany First Responders in the field, and coordinate with agencies after field events to connect individuals in need to services, resources, and treatment.

### **Supervision Responsibilities**

This is a non-supervisory position.

### **Job Duties and Responsibilities**

This job description reflects general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including working in other functional areas to cover absences or relief, to equalize peak work periods, or to otherwise balance the workload.

- Engage with individuals identified by First Responders as needing intervention and connect them to resources and social services; facilitate services for individuals across all involved systems of care.
- Improve coordination between First Responders and service providers such as Designated Crisis Responders (DCR), mental health and chemical dependency counselors, housing providers, etc.
- Assist First Responders with information pertaining to community resources.

- Work with community members to identify people in need, caregivers, service providers, prosecutors, defense attorneys, and court personnel to share resource information.
- Maintain records in the prescribed manner and monitor for compliance with established standards.
- Provide client-level and system-wide troubleshooting and advocacy.
- Provide information and referrals.
- Conduct training of First Responders on topics related to behavioral and community health.
- Reliable and regular attendance is required.
- Other duties as assigned.

Community Health Navigators do not provide assessments, case management, or clinical services.

### **Knowledge, Skills and Abilities**

While requirements may be representative of minimum levels of knowledge, skills, and abilities, to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently.

#### **Knowledge of:**

- Abnormal human behaviors and clinical interventions.
- Availability of community systems and resources.
- Judicial procedures, sentencing implications, and the Correction's environment.
- Importance of natural support systems.
- Related state and federal mandates including those related to privacy and confidentiality.

#### **Ability to:**

- Establish and maintain rapport with adults and children experiencing symptoms of mental illness and chemical dependency to determine appropriate services and/or referrals.
- Communicate effectively with people regardless of age, sex, socioeconomic or cultural background.
- Express ideas and recommendations clearly and effectively both orally and in writing.
- Follow oral and written instructions.
- Gather pertinent data.
- Establish and maintain effective work relationship with staff of local hospitals, community organizations, providers, and the public.
- Work effectively in team environments.
- Exercise initiative and judgment and make decisions within the scope of assigned authority.

- Read, interpret, and apply work-related laws, rules, and other regulations.
- Maintain detailed records and prepare clear and concise written reports.
- Meet defined productivity expectations.
- Use computer effectively.

### **Contacts and Relationships**

A Community Health Navigator will have daily contact with employees of the City and with the citizens of the community. In addition, he/she will be expected to present him/herself in a manner creditable to the City in all contacts with any individual, agency, court, or jurisdiction with which he/she may come in contact.

### **Working Conditions**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Alongside designated First Responders, work is performed both in an office setting and in the community. The Community Health Navigator will be required to occasionally perform normal duties in inclement or severe weather conditions. The employee may have exposure to hazards such as chemicals, insect stings, and temperature extremes. The employee may also have exposure to blood and communicable disease. A Community Health Navigator may expect to encounter hostile or violent individuals and may be subject to verbal and/or physical attack or assault from such individuals or may have gunfire directed at him/her. Tasks may require the employee to wear protective clothing or equipment. Work is performed with considerable independence.

A Community Health Navigator shall serve a probationary period as established by the City of Port Orchard Civil Service Rules and Regulations.

### **Physical Requirements**

Work is performed both in an office setting and in the field alongside First Responders. Must have visual acuity. Must be able to hear, understand, and operate a two-way radio communication device.

The Community Health Navigator may encounter emergency situations that may require rapid evacuation of an area to avoid personal injury or assist another individual and must therefore have the physical ability to walk and run.

### **Minimum Requirements**

A Bachelor's degree in Social Work, Psychology, or related field; plus five (5) years' experience in working with acutely and severely mentally ill individuals; OR any equivalent combination of training and/or experience that provides the required knowledge and abilities.

Must possess a valid Washington state driver's license and maintain a driving record acceptable to the City's insurance carrier. Must pass a comprehensive background check.

Any combination of experience and training that provides the desired skills, knowledge and abilities may be considered.

*Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities who are otherwise qualified for employment in this position. However, some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.*

*This job description does not constitute an employment agreement between the Employer and employee and is subject to change as the needs of the Employer and requirements of the job change.*