

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THE CITY OF TUMWATER
FOR
COMMUNITY ASSISTANCE REFERRAL AND EDUCATION SERVICES PROVIDED
BY THE CITY OF OLYMPIA FIRE DEPARTMENT**

1. This agreement for CARES services (“Agreement”) is between the City of Olympia (“OLYMPIA”) and the City of Tumwater (TUMWATER”).

2. RECITALS.

2.1 **Interlocal Cooperation.** RCW 39.34.010 permits local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a 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.

2.2 **Agreements Authorized.** Pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each Party to the contract and the contract sets forth the purposes, powers, rights, objectives and responsibilities of the contracting parties.

2.4 **Purpose.** The purpose of this Agreement is to provide client services to the Tumwater Fire Department (“TFD”) under the Olympia Fire Department CARES program, within the City of Tumwater. CARES services will be provided through referrals received from the Tumwater Fire Department as outlined in the OFD CARES scope of work attached as Appendix B.

3. DEFINITIONS. In this Agreement, the following words shall have the meanings set forth below:

3.1 **CARES Manager:** – CARES Manager located at OFD Fire Headquarters, employed by the City of OLYMPIA at the Olympia Fire Department (“OFD”), responsible for managing the CARES program, which includes but is not limited to, staff training, program development and expansion, program implementation, and determining performance and participation standards.

3.2 **CARES Specialists:** Employees from the OFD, designated by the CARES program manager to perform tasks within the scope of work of OFD CARES.

3.3 **Deputy Chief of Community Risk Reduction:** Deputy Chief of Community Risk Reduction (“CRR”), located at OFD Fire Headquarters, employed by the City of OLYMPIA at the Olympia Fire Department (“OFD”), responsible for oversight of department of CRR prevention programs.

4. RESPONSIBILITIES OF TFD

4.1 **General.** Through interlocal agreement, TFD personnel shall adhere to the Olympia Fire Department CARES scope of work and services, as provided.

4.2 **Fee and Service Deliverables.** TFD shall pay to the City of OLYMPIA a fee for CARES services provided by the CARES Manager, and CARES Specialists assigned and delegated by the CARES Manager. The fee for service and list of service deliverables is set out in Appendix A to this Agreement. As noted in Appendix A, the fee will be adjusted annually based on Consumer Price Index (“CPI”) upon agreement of both parties to compensate for increased operating cost. The Service Deliverables will mirror the current OFD CARES scope of work, serving community members of the city of Tumwater.

4.3 **Travel and Transportation.** TFD shall provide a reliable and safe vehicle for use by the designated CARES Specialist, or CARES Manager. The vehicle will be branded with a CARES logo identifying Olympia serving Tumwater, as agreed by both parties, and available between the hours of 0700 and 1900 Monday through Friday. Vehicle maintenance costs and any necessary repairs will be completed by Tumwater, unless covered by a vehicle maintenance plan or motor vehicle insurance. Tumwater will pay fuel expenses for the Tumwater CARES vehicle.

4.4 **Method of Payment.** OFD will produce twice yearly billing statements on June 1 and December 1 that will include staffing, administrative and program fees. TFD agrees to remit payment within thirty (30) days of receipt of the OFD’s invoice.

5. COMPLIANCE WITH LAW

5.1 **Law.** The Parties shall comply with all applicable federal, state, and local laws including, without limitation, OLYMPIA and TUMWATER city codes, ordinances, resolutions, traffic laws and standards as they currently exist or are hereafter amended or newly adopted.

6. INDEMNIFICATION

6.1 **Indemnification.** TUMWATER agrees to defend, indemnify and hold OLYMPIA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with TUMWATER’S performance of this Agreement.

OLYMPIA agrees to defend, indemnify and hold TUMWATER, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with OLYMPIA’s performance of the Agreement.

6.2 **Waiver of Immunity.** It is specifically and expressly understood that the indemnification provided herein constitutes the waiver by each Party to immunity under industrial insurance, Title 51 RCW, solely for the purposes of the indemnification under this Agreement Section 6. This waiver has been mutually negotiated by the Parties.

7. **INSURANCE.**

7.1 **Minimum Scope of Insurance.** TUMWATER shall maintain insurance of the types described below, on the forms described or shall provide evidence of equivalent coverage through the Washington Cities Insurance Association (WCIA):

7.1.1 **Automobile Liability** insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.1.2 **Commercial General Liability** insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability.

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

7.2. **Minimum Amounts of Insurance.** TUMWATER shall maintain the following insurance limits:

7.2.1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$ - 2,000,000 per accident.

7.2.3. **Commercial General Liability** insurance shall be written with limits no less than \$5,000,000 each occurrence, \$10,000,000 general aggregate.

7.3 **Verification of Coverage.** TUMWATER shall furnish OLYMPIA with certificates or other evidence of insurance coverage.

7.4 **Failure to Maintain Insurance.** Failure on the part of TUMWATER to maintain the insurance required shall constitute a material breach of Agreement, upon which OLYMPIA may, after giving written notice to TUMWATER to correct the breach, immediately terminate the Agreement.

7.5 **No Limitation.** TUMWATER's maintenance of insurance as required by the Agreement shall neither be construed to limit the liability of TUMWATER to the coverage provided by such insurance, nor to otherwise limit OLYMPIA's recourse to any remedy available at law or in equity.

8. **NO JOINT BOARD.** This Agreement creates no joint board and no separate legal entity.

9. **DISPUTE RESOLUTION**

9.1 **Informal.** The CARES Manager, together with the Tumwater Fire Deputy Chief shall meet and attempt to resolve any matter of training, scheduling, personnel, scope of work, or any other dispute arising out of this Agreement. If the parties are unable to resolve the dispute, the Deputy Chief of Community Risk Reduction and Tumwater Fire Chief shall meet and attempt to resolve any remaining issues. In the event parties remain unable to reach agreement, the Olympia Fire Chief, shall make a final decision on the dispute.

9.2 **Mediation.** Should the parties continue to be unable to resolve the matter, either party may request mediation. The parties shall attempt to mediate the dispute through a mutually agreeable third party. The cost of the mutually agreeable mediator will be born equally by the parties. Either party may terminate mediation at any time. If the parties cannot agree to a decision at mediation, either party may take such action as authorized under the Agreement, including commencement of an action in court.

10. GENERAL

10.1 **Amendments.** Except expressly allowed for revisions to Appendix A of this Agreement, no amendment to this Agreement shall be valid unless evidenced in writing, properly agreed to and authorized by each Party's governing authority.

10.2 **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall remain valid and in full force and effect.

10.3 **No Third Party Benefits.** This Agreement is entered into for the benefit of the Parties to the Agreement only and shall confer no benefits, direct or implied, on any third persons.

10.4 **Assignment.** Neither TUMWATER nor OLYMPIA shall have the right to transfer or assign, in whole or in part, any or all its obligations and rights hereunder without the prior written consent of the other Party.

10.5 **No Waiver.** Failure or delay of either Party to declare any breach or default immediately upon occurrence shall not waive such breach or default.

10.6 **Captions.** The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

10.7 **Equal Opportunity to Draft.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement and Appendix. No ambiguity shall be construed against either Party upon a claim that the Party drafted ambiguous language.

10.8 **Recording.** Prior to its entry, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

10.9 **Notice.** Any notice required under this Agreement shall be to the Party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service.

OLYMPIA

Attn: Fire Chief
Re: CARES Agreement with City of Tumwater
PO Box 1967
Olympia, WA 98507-1967

TUMWATER

Attn: Fire Chief
Re: CARES Agreement with City of Olympia
555 Israel Rd. S.W.
Tumwater, WA 98501

10.10 **Interpretation and Venue.** This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of this Agreement shall be the Superior Court of Thurston County.

10.11 **Entire Agreement.** This Agreement and the attached appendices set forth all terms and conditions agreed upon by the City of OLYMPIA and City of TUMWATER, and supersedes any and all agreements oral or otherwise with respect to the CARES services addressed herein.

11. RECORDS

11.1 **Financial Records.** Each Party agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and maintain such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the other Party, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

11.2 **Public Records Generally.** Each Party shall maintain public records in accordance with state law, in the manner and for the time period applicable to such records. If either Party receives a request for records created as a part of this program, each Party agrees to fully cooperate with the other in a timely response to any such request.

12. DURATION OF AGREEMENT & TERMINATION

12.1 **Effective Date.** This Agreement shall take effect on 1/1/2025 or the date of the last authorizing signature affixed and proper recording hereto whichever is later.

12.2 **Term.** Unless otherwise terminated as provided herein, this Agreement is valid through December 31, 2026. The agreement may be amended upon written agreement of both parties.

12.3 **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future budget (calendar) years, the terminating party agrees to provide 30 days written notice indicating intent to terminate the agreement. No penalty or expense shall accrue to either Party in the event this provision applies.

12.4 **Termination of Agreement.** This Agreement may be terminated upon sixty (60) days' notice to the other party using the method of notice provided for in this Agreement.

12.5 **Surviving Provisions.** Agreement Sections 6 and 11 shall survive the termination of this Agreement, pursuant to their terms.

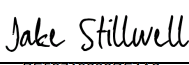
13. AUTHORIZATION AND EXECUTION. Each Party warrants that it is duly authorized to enter this Agreement and that the person(s) executing the Agreement are authorized to execute the Agreement for and on behalf of the identified Party

CITY OF OLYMPIA

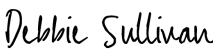
Signed by:

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Steven J. Burney, City Manager

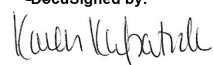
Date: 11/25/2024

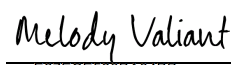
Approved as to Form:
DocuSigned by:

BE53713239DF4A2...
11/25/2024
City Attorney

CITY OF TUMWATER

Signed by:

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Debbie Sullivan, Mayor

Date: 11/23/2024

Approved as to Form:
DocuSigned by:

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11/22/2024
Karen Kirkpatrick, City Attorney

Attest:
DocuSigned by:

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11/23/2024
Melody Valiant, City Clerk

APPENDIX A

FUNDING, DELIVERABLES AND RESPONSIBILITIES

(1) Annual Fee: The City of TUMWATER shall pay to the City of OLYMPIA a flat rate annual fee of **\$69,087**, designated to fund CARES services, including salary and benefits, administrative fees and program costs for the year 2025. The annual fee is subject to four percent (4%) Consumer Price Index adjustment for 2026. CPI rate adjustments will be evaluated upon contract renewal after 2026.

(2) Scheduling: The CARES program manager, under the directive of the City of Olympia Fire Department, is responsible for ensuring CARES program staff are scheduled weekly to appropriately meet the expectations of the service delivery, as agreed upon by both parties.

(3) Service Deliverables:

The City of OLYMPIA AGREES TO PROVIDE, UNDER THIS AGREEMENT:

Service delivery under the CARES program, including but not limited to;

1. Screening of individuals to determine and identify specific needs.
2. Referral to community and county resources, as deemed appropriate for meeting the specific needs identified for the individual client.
3. Targeted outreach for service delivery and education.
4. Data outcomes and quality assurance.

Data will be captured by OFD CARES and provided to Tumwater monthly. Desired outcomes will include the following areas:

- Post-screening willingness to engage in services.
- Number of individuals referred for services by Tumwater Fire.
- Service completion outcomes.

APPENDIX A (cont.)

(4) Parties will ensure that:

- Parties will comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, or as amended, in connection with the provision of services outlined elsewhere in this agreement.
- Referrals sent from TUMWATER will include all information requested by OFD CARES, necessary for delivery of services.
- All necessary staffing requirements, including background checks, are available upon request by either party.

(5) Specific Training/Curricula:

- OFD CARES Manager will ensure that employees have adequate training opportunities necessary for professional development and performance:

15 hours of training annually within the following core competencies:

- ☐ *Discrimination and/or Cultural Diversity*
- ☐ *LGBTQ+, Gender and Identity*
- ☐ *Equity and Inclusion*
- ☐ *Bullying or Harassment*
- ☐ *Ethics*
- ☐ *Human Rights: Social, Environmental and/or Economic*
- ☐ *De-escalation and/or Emergency response*
- ☐ Interpersonal Communications, effective communication, or Active Listening
- ☐ Injury Prevention
- ☐ CPR and Bloodborne Pathogens (as needed for certification)
- ☐ Personal Wellness/Safety

Trainings offered by the City of Olympia may include these core competencies and count toward the 15 hours. Some required City of Olympia employee trainings will not fall within the competency or hours requirements. CARES team members will be connected through a weekly team meeting for case consultation and support. This meeting does not count as training hours.

APPENDIX A (cont.)

(6) Operational Contacts for OLYMPIA (in order of authority):

- 1. OFD CARES Specialist, assigned to Tumwater referrals (Initial Contact)**
- 2. CARES Manager**
- 3. Deputy Chief of Community Risk Reduction**
- 4. Olympia Fire Chief**
- 5. Olympia City Manager (Highest Authority)**

(7) Operational Contacts for TUMWATER (in order of authority):

- 1. Tumwater Fire Original Referent (Initial Contact)**
- 2. TFD Medical Services Officer**
- 3. Tumwater Deputy Chief**
- 5. Tumwater City Administrator (Highest Authority)**

APPENDIX B

CITY OF OLYMPIA COMMUNITY ASSISTANCE REFERRAL AND EDUCATION SERVICES: GENERAL STANDARD SCOPE OF WORK Version September 2024

CARES RESPONSE

The CARES team will assess each individual situation, offering support as appropriate to housed and unhoused individuals when there is no criminal nexus, physical threat or emergent medical need that require police or fire department intervention. We are committed to quick referral responses and personal connections with new clients within seven days.

As a team we are trained to help in the following ways:

- ✓ **We make ourselves available to our community. We are helpers.**
- ✓ **By being present and patiently discerning how best to help.**
 - ☐ *Provide a consult in-person or by phone.*
 - ☐ *Respond to the need in a timely manner.*
 - ☐ *Before leaving, making sure they are safe and supported.*
- ✓ **By awareness and navigation of social service and medical care resources available.**
- ✓ **By seeking clinical consultation and providing competent case management.**
 - ☐ *Connect with the appropriate professionals.*
 - ☐ *Lean on your team for reframing and consultation.*
 - ☐ *Work with the City and County Mobile Outreach Teams when mental health or homelessness is a concern.*
 - ☐ *Depending on the situation, linking them up with needed resources.*
 - ☐ *Recurring contact with a clear handoff at the end of the provided services.*
- ✓ **By helping with the next steps, with permission. We are a liaison.**
 - ☐ *Calling loved ones, insurance, medical and other service providers.*
 - ☐ *Assist in completing paperwork, phone calls and technology.*
 - ☐ *Talking with relatives, neighbors, and friends when appropriate.*
- ✓ **By being aware of our limitations and liability.**

APPENDIX B (cont.)

REFERRAL ACCEPTANCE AND RESOLUTION

OFD CARES will offer case management services with an intended threshold maximum of 90 days. In that timeframe there will be response, assessment, short-term case management and treatment planning with the goal of reducing concern of further compromised health, undue homelessness and increased emotional stability.

Culturally Competent short-term Case Management: We are continually working with providers in the community offering culturally competent therapeutic services, experienced in working with a variety of populations and demographics.

Responder Support: Most CARES referrals assigned to the designated CARES Specialist will come directly from firefighters and EMS within the Tumwater Fire Department. The CARES Specialist and CARES Manager are available for questions, aiming to offer a support system and opportunity for consultation and conversation.

Once an initial screening has been completed, it will be determined if the individual qualifies for additional services, and whether he/she/they choose to engage in the voluntary and free CARES program. If services are determined beneficial and the client agrees, a full assessment will be conducted with the client, individual goal setting will occur, and any necessary release forms will be signed to begin the service process. Clients will be connected to community supports appropriate for their individual needs, with the goal of establishing two or more long-term providers or services for continued care. A client may choose to withdraw from services at any time.

APPENDIX B (cont.)

Client information will be housed in the Julota platform to maintain client confidentiality and information security. Training on Julota will occur for each member of the OFD CARES team, which includes all necessary assessment tools. Each attempt or successful engagement will be documented in the client file, including but not limited to any recommended services, referrals to external supports, and summarized notes of the interactions. HIPAA privacy rules will apply.

Recognizing the complex behavioral, medical, and mental health needs of each client, OFD CARES will attempt to resource available familial connections, close friends and community resources that are the most appropriate in addressing the current concerns. OFD CARES collaborates with a variety of public agencies, healthcare organizations, and social service providers with the goal of establishing care resources and connections. By offering client-centered services OFD CARES can build meaningful relationships, reduce 911 dependence and influence more cost-effective options, benefiting both clients and the community.

Once most treatment goals have been reached and/or referred to trusted resources, the CARES team will withdraw as a point of ongoing connection. A follow up phone call will be conducted at 30 days post discharge. Built trust and reassurance will be an encouragement to the client to reach out to their CARES team if there are future concerns, in leu of calling 911.

***ALL CLIENT DATA AND CHARTING WILL BE SECURELY STORED IN JULOTA AND ACCESSIBLE ONLY BY USERS DESIGNATED BY THE OLYMPIA FIRE DEPARTMENT OR TUMWATER FIRE DEPARTMENT. STEP BY STEP PRINTABLE USER INSTRUCTIONS ARE AVAILABLE IN THE JULOTA PLATFORM.**

APPENDIX B (cont.)

PROCESSING A REFERRAL:

All referrals will be documented within Julota, a secure software program.

Screening:

Once the screening occurs, the client will be assigned to a CARES specialist based on the primary concern identified during the screening based on but not limited to the following criteria:

Assistance with medical, dental or other health needs

Mental Health service coordination

Housing: including availability, conditions and safety

Facility Follow up

Fall Risk and Fall Prevention

Fire safety

Remote Service and/or In-Person safety criteria

No clearly identified primary concern, additional information needed

Services will be initiated if criteria are met.

Best Practice:

Once the screening is completed, and safety determinations are made:

Client will be assigned to one (1) CARES Specialist

CARES Specialists will request assistance if safety is uncertain.

CARES Specialists will not go into a home independently with known safety concerns.

CARES Manager will be notified of any safety concerns, resulting in injury, 911 dispatch contact or a discontinuation of client services by the CARES specialist due to safety.

Post-service follow-up calls will occur 30 days after service has been SUCCESSFULLY closed. This is documented in a closed service as an encounter outside of service. A new service will be initiated, if needed.

If determined that a service needs to be re-opened two things will need to be considered:

Can the new service be done by phone or does it require in-person contact?

Does the new service seem best suited for a specific CARES Specialist based on the typical screening assignment list above?