



**Public Safety/Legal Committee
City Hall – 200 NE Moe Street
3rd Floor Conference Room**

Subject	Regular Meeting Minutes	Date	March 18, 2015
Recorder	Sue Rufener/Police Clerk	Start Time	4:00 PM
Committee Chair	CC Jeff McGinty	End Time	5:00 PM
Committee Members	CM Kenneth Thomas; CM Jim Henry		
Staff Expected to be present	Mayor Becky Erickson; Chief Alan Townsend; RM Kylie Purves; Judge Jeff Tolman; Court Administrator Linda Baker		

Agenda		
No.	Topic	Action/Recommendation/Discussion
1.	Administrative:	Called to Order at 1605
	a.	CM Henry & CA Baker were absent
2.	Questions & Concerns of the Committee:	
	a.	
	b.	
	c.	
3.	Municipal Court:	
	a. Supreme Court Ruling 89028-5	Judge discussed having interim prosecutor until May 1 st ; jail standards being reduced, increasing capacity; and the Supreme Court Ruling in regards to making inquiries into defendants ability to pay fines, not setting a fine based on a crime
	b.	
	c.	
4.	Police:	
	a. Funding of School Resource Officer	Chief Townsend discussed the Reorganization of the Police Department and the addition of the School Resource Officer; presented a financial worksheet showing the Expenditure Savings & New Revenue in accordance with the changes;
	b. School Resource Officer ILA (attachments)	Chief discussed the ILA's with both the school districts and KCSO.
5.	Risk Management:	
	a. Prosecutor Transition	RM Purves discussed the calendar for the transition from KCPO, upcoming meeting with the prosecutor, looking to use a current

**INTERLOCAL AGREEMENT BETWEEN
NORTH KITSAP SCHOOL DISTRICT
and
CITY OF POULSBO
for
THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, made and entered into this ____ day of _____, 2015 by and between the North Kitsap School District, hereinafter referred to as NKSD, and the City of Poulsbo, hereinafter referred to as CITY, for the purpose of establishing a School Resource Officer (referred to herein as "SRO) program on NKSD campuses. In consideration of the terms and conditions set forth herein, the parties agree as follows:

ARTICLE I

PURPOSE. The purpose of this agreement is for the City to implement a SRO program on NKSD campuses. The SRO program will encourage more cooperation between police officers and youth, aid in reducing juvenile crime through counseling and teaching about the criminal justice system and provide other law enforcement and related services as described in this agreement.

ARTICLE II

OBLIGATIONS OF THE CITY. The City shall provide an SRO as follows:

(A) Provision of an SRO. CITY agrees to assign a SRO on a full-time basis to NKSD during the regular school year (does not include the summer school term, winter break, or spring break). Full-time basis shall mean an assignment of eight hours per day during regularly scheduled school hours less any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters. The SRO will not take vacation while school is in session unless approved by CITY. On scheduled workdays when school is not in session, the SRO will work as assigned by CITY Police Department.

(B) Selection of the SRO. CITY will select the SRO after consultation with NKSD. Factors which CITY shall consider during the selection process include the following:

(1) The SRO must be capable of conveying a positive police presence on the school, campus and in the community.

(2) The SRO must have the ability to be a positive resource to the school, staff, students, parents, and residents in the surrounding neighborhood.

(3) The SRO must agree to attend any necessary training schools or classes that are needed to increase his/her skills for the position.

(4) SRO assignment vacancies will be filled in accordance with this Section and within department policies and collective bargaining agreements.

(C) Duties of the SRO. The duties and responsibilities of the SRO include, but are not limited to the following:

(1) Patrol North Kitsap Schools within the city limits of Poulsbo, Kingston High School, Kingston Middle School (with a valid interlocal agreement between Kitsap County Sheriff, CITY, and NKSD) and surrounding areas in order to identify, investigate, deter and prevent crimes, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs or similar activities, with priority given to the high schools;

(2) Act as a liaison between the NKSD administrators and CITY;

(3) Wear the official police uniform, including firearm, with civilian attire being worn on occasions mutually agreed upon by the school district, the SRO, and their immediate supervisor;

(4) Establish and maintain a working rapport with the school administration and staff;

(5) Assist in providing school-based security during the regular-school day and assist in the promotion of a safe and orderly environment at NKSD. (The SRO, however, shall not act as a disciplinarian. If the SRO is confronted with a non-criminal violation such as a school rule violation, the SRO will assist only for the purpose of providing security for the school staff member(s) charged with enforcing school rules. In the absence of an authorized school district employee, the SRO may refer the matter to school administration);

(6) Assist in mediating disputes on campuses, including working with students to help them solve disputes in a non-violent manner;

(7) Act as a resource person in the area of law-enforcement education at the request of staff, speaking to classes on the law, search and seizure, drugs, motor vehicle laws, etc;

(8) Maintain an activity log to include all SRO activities such as meetings, conferences, extra-curricular activities, events, arrests, investigations, and training;

(9) Provide a monthly report to CITY Police Department and the NKSD; and

(10) Perform other duties as mutually agreed upon by the NKSD, the SRO, and the SRO's immediate supervisor provided the duty is legitimately and reasonably related to the SRO program as described in this Agreement and is consistent with Federal and State law; local ordinances; and CITY and NKSD policies, procedures, rules and regulations.

ARTICLE III

OBLIGATIONS OF NKSD. NKSD shall provide the following for the SRO's use:

(A) A private-space, with sufficient lighting and heat, within North Kitsap High School and Kingston High School to be used by the SRO for general office purposes;

(B) Necessary office supplies, including but not limited to, a locking cabinet, a desk, and a phone;

(C) A police parking space.

ARTICLE IV

SRO REMAINS CITY EMPLOYEE. The SRO shall remain an employee of CITY and shall not be an employee of NKSD. The SRO shall remain responsive to the supervision and chain of command of CITY Police Department. CITY shall remain solely responsible for the SRO's hiring, training, discipline, or dismissal. Any allegation of improper conduct shall be referred to the SRO's immediate supervisor, deputy police chief or directly to the Chief of Police.

ARTICLE V

OVERTIME. The SRO may not work overtime hours without the prior approval of CITY Police Department. Overtime work will be paid in accordance with CITY policies.

ARTICLE VI

REMOVAL OF SRO. In the event the NKSD administration has cause to believe the particular SRO is not effectively performing in accordance with this Agreement, the Superintendent may recommend in writing to CITY Police Department the SRO be removed from the program. Within ten business days after receiving the recommendations, the Superintendent or his/her designate will meet with the Chief of Police or his/her designate to discuss the recommendation. If the problem cannot be resolved to the satisfaction of both the Superintendent and the Chief of Police, or their designees, then the SRO shall be removed from the program and a replacement SRO will be selected in accordance with this Agreement. The selection process shall not exceed 30 days.

ARTICLE VII

FUNDING. In consideration of CITY's assignment of the SRO to NKSD, NKSD agrees to pay a percentage of the salary and benefits of the SRO. The percentage is as follows for the term of this agreement: 25% for the 2015/16 school year; 37.5% for the 2016/17 school year; and 50% for the 2017/2018 school year. Payments for the specific school year will be made in equal installments by December 31st and June 1st of each school calendar year. For the 2015/16 school year, NKSD will pay PPD \$27,708 split into 2 installments of \$13,854. PPD will provide the next school years cost by July 1 of the upcoming school year.

The parties understand and acknowledge that the sums provided under this agreement do not completely fund the position of a full-time officer and the CITY reserves the right to assign the officer to other police functions in the event of an emergent need, including but not limited to civil unrest or natural emergency. By way of illustration and not limitation, the SRO could be called out in order to deal with a developing police emergency in Kitsap County, returning to North Kitsap Schools at the conclusion of the emergency situation.

ARTICLE VIII

NO THIRD-PARTY RIGHTS. The establishment of this program and the execution of this Agreement shall create no third-party rights. In particular, the parties agree by establishing this program, that no past practice has been created with respect to duty assignment, the maintenance of the program, or to otherwise limit the management

discretion of CITY Police Department under its collective bargaining agreement. This Agreement further shall not create any third-party rights to the officer assigned or any other officer of the Poulsbo Police Department, to the citizens of Poulsbo, or to any other person.

ARTICLE IX

INSURANCE AND INDEMNIFICATION. The parties shall separately maintain their own appropriate liability insurance coverage as they, in their sole discretion, deem appropriate. The parties further agree no indemnification shall be provided for except as specifically set forth below and the respective liability of the parties to each other and to third persons shall be determined in accordance with the laws of the State of Washington. NKSD will protect, defend, indemnify and hold harmless CITY, its officers, employees, or agents from any and all costs, claims, judgments or awards of damage arising out of or in any way resulting from negligent acts of omissions of NKSD, its officers, employees or agents. CITY will protect, defend, indemnify and hold harmless NKSD, its officers, employees or agents from any and all costs, claims, judgments or awards or damage arising out of or in any way resulting from negligent acts or omissions of CITY, its officers, employees or agents. In the event of concurrent liability, the Parties shall have the right of contribution in proportion to the respective liability of each party. Nothing contained in this Section shall be deemed to waive immunities established pursuant to State Statute or to create third-party rights or immunities.

ARTICLE X

INDEPENDENT CONTRACTOR STATUS OF PARTIES. The Parties acknowledge and agree that in the performance of this Agreement, they are acting as independent contractors and not as agents of each other, with the following intended results:

- (A) Control of personnel, standards of performance, discipline and other aspects of performance of the SRO shall be governed entirely by CITY;
- (B) All persons rendering services hereunder shall be for all purposes employees of CITY;
- (C) All liabilities for salaries or wages or any other compensation shall be the responsibility of CITY.

ARTICLE XI

NKSD RESPONSIBILITY FOR SAFETY AND SECURITY - NO SPECIAL RELATIONSHIP. Both parties understand and agree that NKSD retains its legal responsibility for the safety and security of the school district, its employees, students and property and this Agreement does not alter that responsibility. The parties do not intend to create any "special relationship" or "special duty" by entering into this agreement and the City of Poulsbo expressly disclaims any guarantee as to the safety or security of students, faculty, staff, employees, or other persons or property on NKSD campuses and makes no representations or warranties as to such safety or security by entering into this agreement. Specifically, the parties understand and agree that the City of Poulsbo has no greater duty with regard to the safety and security of students, faculty, staff, employees, or other persons or property at NKSD campuses than it does with regard to the general public in providing law enforcement services throughout the City.

ARTICLE XII

TERM AND TERMINATION. The Agreement shall be effective commencing the first official day of school in September, 2015 and expire on the last official day of school in June, 2018 unless mutually extended by the parties in writing. Upon expiration of the Agreement, all equipment furnished by CITY shall remain the sole property of CITY, and any facilities, office equipment, or other material support provided by NKSD shall remain the sole property of NKSD. This Agreement may be terminated by NKSD or CITY, effective at the end of any school year, by giving to the other party notice of termination at least 60 days before the end of the school year.

ARTICLE XIII

INTERVIEWS AND ARREST PROCEDURES. If the SRO plans to interview suspects or victims of crime, the SRO, to the extent practicable, will advise the Principal or his/her designate and work with the Principal or his/her designate to minimize disruption to the school and other students. NKSD employees will make parental notification of such interviews in accordance with policy as established in NKSD regulations and applicable laws. The Principal or Principal's designees may request to the SRO to be present during the interview of a student. If permitted, the Principal or his/her designate will be present solely as an observer of the interview and not a participant therein. The presence of a NKSD employee at an interview of a student regarding a criminal matter shall make said employee subject to subpoena as a witness thereto. In the event the SRO arrests a student at a NKSD school, the SRO shall notify the Principal or his/her designate as soon thereafter as practical. In the event the arrested student is a juvenile, CITY Police Department will notify the parents or legal guardian pursuant to CITY Police Department policy and procedure. NKSD may also make notification as may be necessary under its own guidelines.

ARTICLE XIV

RELEASE OF STUDENT INFORMATION. Upon request by CITY Police Department, NKSD will provide directory information relating to its students, which is allowable under NKSD policy and State and Federal law and in accordance with "Attachment A".

ARTICLE XV

POLICE REPORTS. The SRO shall not provide NKSD with police reports except as allowed by Washington State law and/or CITY policies and procedures.

ARTICLE XVI

GOOD FAITH. The Superintendent, the Chief of Police, their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees prior to referring issues to the elected officials of each party.

ARTICLE XVII

MODIFICATION. This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by all parties.

PATRICIA PAGE

SUPERINTENDENT
NORTH KITSAP SCHOOL DISTRICT

REBECCA ERICKSON

MAYOR
CITY OF POULSBO

ATTEST:

NICOLE STEPHENS

CITY CLERK
CITY OF POULSBO

APPROVED AS TO FORM:

JAMES HANEY

CITY ATTORNEY
CITY OF POULSBO

ATTACHMENT "A"

INTERAGENCY INFORMATION SHARING AGREEMENT BETWEEN NORTH KITSAP SCHOOL DISTRICT NO. 400 AND CITY OF POULSBO

This Agreement is made and entered into by and between the North Kitsap School District No. 400 (hereinafter called "NKSD") and City of Poulsbo [hereinafter called "CITY"], pursuant to authority granted in Chapter 39.34 of the Revised Code of Washington, relevant federal statutes, and related regulations.

PURPOSE

This agreement is intended to facilitate timely exchange of information about students in the NKSD with the CITY for use by its School Resource Officer [hereinafter called "SRO"] and CITY personnel assigned to assist and support the SRO's duties under the Interlocal Agreement between NKSD and CITY for SRO services.

EXTENT OF DATA SHARING

NKSD agrees to provide the access to its student records to the extent permitted under the federal Family and Education Privacy Rights Act of 1974, 20 USC Section 1232g, and the federal Department of Education's implementing rules for the Act in chapter 99.34 of the Code of Federal Regulations, RCW 28A. 605.030 [hereinafter referred to collectively as "FERPA"]. Unless a parent or adult student has opted out of its release, in all cases student directory information defined under FERPA and North Kitsap School District Board Policy and Procedure 3231 and 3231P will be provided to CITY for the use of the SRO. Student directory information is:

A student's name, photograph, address, telephone number, date and place of birth, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, diplomas and awards received and the most recent previous school attended. The actual residential addresses of participants in the state Address Confidentiality Program will not be available for release as directory information.

To the extent feasible, the District will provide access to its' Skyward student information system to City of Poulsbo Police staff directly responsible with SRO and Police District services, consisting of:

- Login and password
- Student Directory Information subject to release without parent or adult student consent.

City of Poulsbo Police designates _____, and _____, as the staff to receive computer access to NKSD student Directory Information. Should either of these individuals leave their current positions,

- City of Poulsbo Police will promptly notify NKSD so access may be terminated,
- City of Poulsbo Police will notify NKSD of replacement staff to be granted limited access under this agreement.

CITY agrees that its staff will keep confidential their personal login and password, and all student information obtained by access to the NKSD student information system will be used solely for CITY Police Department business.

ASSURANCES

The parties hereto agree that all activity pursuant to this Agreement will be in accordance with this Agreement and all applicable current or future federal, state and local laws, rules and regulations. For release of non-directory student information to the CITY for emergency reasons under 34 CFR Section 99.36 or to serve a juvenile before or after adjudication in the juvenile justice system under 34 CFR Section 99.38, the CITY shall execute the assurances required under FERPA for such releases.

PERIOD OF PERFORMANCE

The term of this agreement is September 1, 2015 through August 31, 2016.

TERMINATION OF ACCESS

Either party may at its discretion disqualify at any time any person authorized access to confidential information by or pursuant to this Agreement. Notice of disqualification shall be in writing and shall terminate a disqualified person's access to any information provided by either party pursuant to this Agreement immediately upon delivery of the notice to either NKSD or CITY or OSPI. Disqualification of one or more persons by either party does not affect other persons authorized by or pursuant to this Agreement.

RECORDS MAINTENANCE

Both parties will retain all records, books or documents related to this agreement for six years. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.

RESPONSIBILITY FOR ACTS AND OMISSIONS

Each party to this agreement is responsible for any and all acts and omissions of its own staff, employees, officers, and agents acting within the scope of their responsibilities.

DISPUTES

If a dispute should arise regarding the terms and conditions of this agreement or the duties imposed herein, the dispute shall be resolved as follows: each party shall separately appoint a representative to a dispute panel; the two appointed representatives shall mutually agree on a third person to chair the dispute panel; and the dispute panel shall thereafter decide the disputes with the majority prevailing.

AGREEMENT MANAGEMENT

The access described herein will be performed under the coordination of the following Agreement Managers or their successors, who will provide the assistance and guidance necessary for the performance of this Agreement:

FOR City of Poulsbo:

NAMES: Alan L. Townsend, Chief of Police
ADDRESS: 200 NE Moe Street Poulsbo, WA 98370
TELEPHONE: (360) 779-3113
E-Mail: atownsend@cityofpoulsbo.com

FOR NKSD:

NAME: Patrice Page, Superintendent
ADDRESS: 18360 Caldart Ave NE Poulsbo, WA 98370
TELEPHONE: (360) 396-3001
FAX: (360) 396-3934
E-Mail: ppage@nkschools.org

WAIVER

Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute a waiver to any future rights which such party might have hereunder.

SEVERABILITY

If any provision of this agreement or any provision of any document by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

TERMINATION FOR CONVENIENCE

Either party may terminate this agreement at any time and with or without cause by delivering written notice of such termination to the other party. In case of termination, any and all printouts or unaltered copies of student directory information provided by the District pursuant to this agreement shall either be immediately returned to the District or immediately destroyed. The requirement to return or destroy information shall not apply to student directory information that has been incorporated into other City records, such as police incident reports.

TERMINATION FOR CAUSE

Either party may terminate this agreement at any time prior to the date of completion if and when it is determined that the other party has failed to comply with the conditions of this agreement. CITY or NKSD shall promptly notify the other party in writing of the termination and the reasons for termination, together with the effective date of termination. In case of termination, any and all printouts and unaltered copies of the student directory information provided by the District shall be returned to the District or destroyed on or before the date of termination. The requirement to return or destroy information shall not apply to student directory information that has been incorporated into other City records, such as police incident reports.

JURISDICTION

This agreement shall be construed and interpreted in accordance with federal and state law. The venue of any action brought hereunder shall be the Washington State Superior Court for Kitsap County unless the parties agree in writing that the action shall be before a Washington State Office of Administrative Hearings Administrative Law Judge or a Federal Administrative Law Judge.

CHANGES, MODIFICATIONS AND AMENDMENTS

This agreement may be waived, changed, modified, or amended only by written agreement executed by both of the parties hereto.

ORDER OF PRECEDENCE

In the event of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Applicable Federal and State laws;

(b) Any other provisions of the agreement whether by reference or otherwise.

ALL WRITINGS CONTAINED HEREIN

This agreement sets forth in full the entire agreement of the parties; and any other agreement, representation, or understanding, verbal or otherwise, is hereby deemed null and void and of no force and effect whatsoever.

By signing this agreement, both parties certify that its policies and procedures comply with the confidentiality requirements of this agreement.

City of Poulsbo

North Kitsap School District No. 400

Rebecca Erickson, Mayor

Patrice Page, Superintendent

Dated: _____

Dated: _____

ORDINANCE NO. 2015-_____

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, RELATING TO ANIMAL CONTROL; AMENDING CERTAIN SECTIONS OF CHAPTER 6.02 OF THE POULSBO MUNICIPAL CODE IN ORDER TO REGULATE INSTANCES OF ANIMALS CHASING VEHICLES ON PUBLIC WAYS, TO ALLOW THE ANIMAL CONTROL AUTHORITY AND POULSBO POLICE DEPARTMENT TO INTERVENE IN INSTANCES OF ANIMALS UNLAWFULLY CONFINED IN A WHEELED VEHICLE, ESTABLISHING A STANDARD OF ADEQUATE CARE FOR ANIMALS; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Poulsbo has determined to amend certain sections of Chapter 6.02 of the Poulsbo Municipal Code in order to regulate instances of animals chasing vehicles on public ways, to allow the animal control authority and Poulsbo Police Department to intervene in instances of animals unlawfully confined in a wheeled vehicle, and establishing a standard of adequate care for animals, now, therefore,

THE CITY COUNCIL OF THE CITY OF POULSBO, WAHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Running At Large Prohibited. Section 6.02.050 is hereby amended to read as follows:

6.02.050 Running at large prohibited

A. It is unlawful for any domestic, farm or exotic animal of any kind to:

(1) Run at large during any hour of the day or night; provided, that this section does not apply to dogs which are within special areas designated by the city as a designated dog park; or designated by the chief of police as dog training areas so long as the regulations of the use of such areas are complied with and such dogs are under the custody and control of their owner or trainer; and provided further, that this section shall not prohibit a person

from walking or exercising a dog when the dog is on a leash or otherwise under actual physical restraint and control by a competent person, and proper safeguards are taken to protect private and public property, and the public, from injury or damage; or

(2) Chase or run at or after any vehicles lawfully on public ways.

B. Any animal found in violation of the provisions of this section constitutes a nuisance and may be seized or impounded by the animal control authority, and the owner may be issued a civil infraction ticket.

Section 2. Confinement or restraint of a pet animal. Section 6.02.090 is hereby amended to read as follows:

6.02.090 Confinement or restraint of a pet animal

A. A pet animal shall not be trapped in any manner that subjects the animal to injury inherent to a mechanism of the trap. A humane box trap may be set on a complainant's property for the purpose of trapping nuisance pet animals. Animals which are caught in such a trap must be returned to their owners or taken to the animal control authority. Injurious confinement or restraint of a pet animal is a misdemeanor.

B. No person shall confine any pet or livestock in a wheeled vehicle in such a manner that places the animal in a life- or health-threatening situation by exposure to a prolonged period of heat or cold, without proper ventilation or other protection from such heat or cold. In order to protect the health and safety of such animal, an animal control authority employee or law enforcement officer who has probable cause to believe that this section is being violated shall have the authority to enter such vehicle to remove such animal by any reasonable means under the circumstances after making a reasonable effort to locate the owner. No law enforcement officer or animal control authority employee shall be held

liable for any damage to property resulting from actions taken under this section or pursuant to Chapter 16.52.015 RCW^[nk1]. Injurious confinement of a pet animal is a misdemeanor. In the absence of injury to an animal, any violation of this Section is a civil infraction.

Section 3. Unlawful release of pet animal. Section 6.02.140 is hereby amended to read as follows:

6.02.140 Unlawful release of pet animal

A. No person other than the owner, or person authorized by the owner, of the animal shall release any animal from any confinement, vehicle or restraint unless such release is necessary for the immediate health and safety of the animal; provided, this section shall not apply to peace officers and animal control officers. Unlawful release of a pet animal is a misdemeanor.

B. It is unlawful for an owner of a pet or livestock to fail to:

- (1) Provide adequate food or water; or
- (2) Provide adequate shelter; or
- (3) Provide appropriate habitat and medical care; or
- (4) Maintain facilities housing pets in a healthful, sanitary, and safe manner.

^[nk2]

Section 4. Severability.

If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 17. Effective date.

This ordinance shall take effect and be in full force five (5) days after the publication of the attached summary, which is hereby approved.

APPROVED:

MAYOR REBECCA ERICKSON

ATTEST/AUTHENTICATED:

CITY CLERK NICOLE STEPHENS

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
JAMES E. HANEY

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: 10/22/2007
ORDINANCE NO. 2015-_____

SUMMARY OF ORDINANCE NO. 2015-_____

of the City of Poulsbo, Washington

On the __ day of _____, 2015, the City Council of the City of Poulsbo, passed Ordinance No. 2015-_____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, RELATING TO ANIMAL CONTROL; AMENDING CERTAIN SECTIONS OF CHAPTER 6.02 OF THE POULSBOU MUNICIPAL CODE IN ORDER TO REGULATE INSTANCES OF ANIMALS CHASING VEHICLES ON PUBLIC WAYS, TO ALLOW THE ANIMAL CONTROL AUTHORITY AND POULSBO POLICE DEPARTMENT TO INTERVENE IN INSTANCES OF ANIMALS UNLAWFULLY CONFINED IN A WHEELED VEHICLE, ESTABLISHING A STANDARD OF ADEQUATE CARE FOR ANIMALS; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

The full text of this Ordinance will be mailed upon request.

DATED this __ day of _____, 2015.

CITY CLERK NICOLE STEPHENS



Poulsbo Police Department
Reorganization & School Resource Officer

New Expenditure: New Police Officer Position: (backfill the SRO position sent to the NKSD)

Step A Officer Position	Salary:	\$65,292	
	Benefits:	\$31,240	
	Equipment:	\$ 7,500	(one time start up costs)
	Total Cost Year 1:	\$104,031	

Total New Expenditures: \$104,031

Reduced Expenditures:

Court Security/EHM Officer:

Current Expense:	Salary:	\$44,752
	Benefits:	\$10,000
	Total:	\$54,752

After Bremerton ILA:	Contracted Costs:	\$29,538	Reduced Hours:	\$34,465
	(estimated)			

Savings:	\$25,214	\$20,287
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In-house Prosecution Services:

Current Expense – County ILA:	\$100,378
In-House Estimated Expense:	\$ 40,000

Savings:	\$60,378
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New Revenue:

SRO – North Kitsap School District ILA (contract funding to start fall 2015)

Year 1:	25% of \$110,832:	\$27,708
Year 2:	37.5%	
Year 3 +:	50%	

Revenue:	\$27,708
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Total Expenditure Savings & New Revenue: \$113,300 **\$108,373**

*Financial data for this worksheet provided by the Finance Department

**Information based upon full year data. Actuals will be prorated for the remainder of 2015.



Poulsbo Police Department
Reorganization & School Resource Officer

PRORATED: MAY-DECEMBER, 2015

New Expenditure: New Police Officer Position: (backfill the SRO position sent to the NKSD)

		<u>May 15</u>
Step A Officer Position	Salary:	\$40,808
	Benefits:	\$19,525
(one time start up costs)	Equipment:	\$ 7,500
	Total Cost Year 1:	\$67,833

Total New Expenditures: **\$67,833**

Reduced Expenditures:

Court Security/EHM Officer until May 1:

Current Expense:	Salary:	\$29,835
	Benefits:	\$ 6,667
	Total:	\$36,502

After Bremerton ILA: **Contracted Costs: \$19,692** **Reduced Hours: \$22,977**

Savings: **\$16,810** **\$13,525**

In-house Prosecution Services, May 1:

Current Expense – County ILA:	\$66,918
In-House Estimated Expense:	<u>\$26,667</u>

Savings: **\$40,251**

New Revenue:

SRO – North Kitsap School District ILA (contract funding to start fall 2015)

Year 1:	25% of \$110,832:	\$13,854
Year 2:	37.5%	
Year 3 +:	50%	

Revenue: **\$13,854**

Total Expenditure Savings & New Revenue: **\$70,915** **\$67,630**

*Financial data for this worksheet provided by the Finance Department