



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

Subject	Regular Meeting Agenda	Date	October 16, 2019
Recorder	Amy Knutsen	Start Time	4:00 PM
Committee Chair	CM Gary Nystufl	End Time	5:00 PM
Committee Members	CM Abby Garland; CM Jeff McGinty		
Staff Expected to be present	Mayor Becky Erickson; DC Jeff Russell (PFD); CA Amy Knutsen; PA Alexis Foster; Judge Jeff Tolman; Chief Dan Schoonmaker; ASM Kelly Ziemann		

Agenda		
No.	Topic	Action/Recommendation/Discussion
1.	Administrative:	
	a. Approval of August minutes	
	b.	
2.	Questions & Concerns of the Committee:	
	a.	
	b.	
3.	Municipal Court:	
	a. History of Poulsbo Muni Court	
	b.	
4.	Police:	
	a. Massage & Reflexology Draft Ordinance	
	b.	
5.	City Prosecutor:	
	a.	
	b.	
6.	Fire Department:	
	a.	
7.	Risk Manager:	
	a. Outstanding Claims/Litigation Report	
	b. Schedule & Status of all claims made against the City since Jan 1, 2019	
8.	Behavioral Health Navigator	
	a. National Lead Bureau agreement w/ COP	
	b. County Treatment Tax update	

Reviewed by Mayor Erickson

The committee may add and discuss other items not listed on the agenda. To request an alternative format of the printed agenda, contact the City Clerk's office at 360.394.9880. Para solicitar un formato alternativo de la agenda impresa, comuníquese con la oficina del City Clerk al 360.394.9880.




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

Subject	Regular Meeting Minutes	Date	August 21, 2019
Recorder	Kelly Ziemann	Start Time	4:00 PM
Committee Chair	CM Jeff McGinty	End Time	5:00 PM
Committee Members	CM Gary Nystul; CM Abby Garland		
Staff Expected to be present	Mayor Becky Erickson; DC Jeff Russell (PFD); PA Alexis Foster; Judge Jeff Tolman; Chief Dan Schoonmaker; ASM Kelly Ziemann; DC Troy Grossman		

Agenda		
No.	Topic	Action/Recommendation/Discussion
1.	Administrative:	
	a. Approval of May & June minutes	Approved with the correction of one typo for May
	b. Election of New Committee Chair	CM McGinty nominated CM Nystul; accepted and approved
2.	Questions & Concerns of the Committee:	
	a.	
	b.	
3.	Municipal Court:	
	a. New Firearms Legislation	Judge Tolman discussed a New Firearms Law regarding Surrender of Firearms which became effective 7/28/19. He, along with PA Foster, have questions and are seeking clarification on several pieces of the legislation prior to establishing a process.
	b.	
4.	Police:	
	a. Department Mid-Biennium Review	Presentation given by ASM Ziemann
	b. Accreditation update	Initial approval; still pending final notification in November 2019 at the WASPC Fall Conference.
	c. Hiring process update	Currently have 1 Entry-level and 1 Lateral in the process; 1 has background complete and the other is in the background process now.
	d. Navigator ILAs Update	Two Navigator ILA's (one with City of Bainbridge Island and the other with City of Port Orchard) are on Council Agenda for tonight. 1 ILA with City of Bremerton is still pending.

5.	City Prosecutor:	
	a. Department Mid-Biennium Review	Presentation given by PA Foster
	b.	
6.	Fire Department:	CM Nystul asked about July 4 th impact. DC Russell stated it was uneventful.
	a.	
7.	Risk Manager:	
	a. Outstanding Claims/Litigation Report	Currently 3 Outstanding Claims and 2 in Litigation
	b. Schedule & Status of all claims made against the City since Jan 1, 2019	Outlined in Department Mid-Biennium Review Presentation
8.	Behavioral Health Navigator	



Reviewed by Mayor Erickson

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ORDINANCE NO. ****

AN ORDINANCE of the City Council of the City of Poulsbo, Washington, creating Chapter 5.14 of the Poulsbo Municipal Code entitled “Massage and Reflexology Businesses.”

WHEREAS, the City Council desires to create a new chapter, Chapter 5.14 of the Poulsbo Municipal Code, relating to massage and reflexology businesses; NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF POULSBO, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. A new chapter, Chapter 5.14, entitled "Massage and Reflexology Businesses" is hereby added to the Poulsbo Municipal Code to read as follows:

**Chapter 5.14
MASSAGE AND REFLEXOLOGY BUSINESSES**

5.14.010 TITLE AND PURPOSE

The City of Poulsbo (“City”) recognizes the health and wellness benefits of massage and reflexology, and that massage and reflexology businesses in the City serve a legitimate and beneficial purpose in the community.

The City also recognizes that there are some businesses that hold themselves out as massage or reflexology businesses, but employ unlicensed persons to provide massage or reflexology who fail to follow state health and licensing requirements, and do not have the proper training required to obtain a state license or certification.

In addition, these businesses that employ unlicensed or uncertified persons to provide massage and reflexology are frequently used to facilitate the commission of various criminal acts, including but not limited to prostitution.

Businesses that permit unlicensed or uncertified persons to perform massage and reflexology or permit the commission of unlawful acts threaten the business and reputation of legitimate and licensed businesses and therapists, and present a threat to the public health, safety, and welfare.

This chapter is intended to inhibit the ability of an individual or business to engage in the practice of providing unlicensed massage and uncertified reflexology, support the legitimate provision of these services by licensed massage therapists and certified reflexologists, enable consumers to more easily identify licensed massage therapists and certified reflexologists, and regulate massage and reflexology businesses in the best interests of the community.

5.14.020 DEFINITIONS.

For purposes of this section, “certified reflexologist,” “massage,” “massage therapy,” “massage business,” “massage therapist,” “reflexology,” and “reflexology business” shall have the meanings set forth in RCW 18.108.010, adopted and incorporated herein by this reference, as currently enacted and hereinafter amended.

5.14.030 GENERAL BUSINESS LICENSE REQUIRED.

It is unlawful to conduct, operate or maintain a massage, or reflexology business as an owner or manager without first applying for, receiving and possessing a general business license pursuant to Chapter 5.04 PMC.

5.14.040 LICENSURE OR CERTIFICATION REQUIRED.

It shall be unlawful for any person to practice or represent himself or herself as a massage therapist or reflexologist in the City without first applying for and receiving a license or certification to practice from the State Department of Health pursuant to RCW 18.108.030, adopted and incorporated herein by this reference, as currently enacted and hereinafter amended. Failure to have a license or certification as required by this section shall be a misdemeanor.

5.14.050 MASSAGE OR REFLOEXOLOGY BUSINESS OWNER OR MANAGER TO ENSURE VALID LICENSE OR CERTIFICATION – VIOLATION.

Any person who with knowledge or criminal negligence allows or permits the unlicensed practice of massage therapy or reflexology to be committed within his or her massage business or reflexology business by another is guilty of a misdemeanor for a single violation. Each subsequent violation, whether alleged in the same or in subsequent prosecutions, is a gross misdemeanor.

5.14.060 DISPLAY OF LICENSE OR CERTIFICATION.

A licensed massage therapist or a certified reflexologist must conspicuously display their credential in their principal place of business in accordance with RCW 18.108.045, adopted and incorporated herein by this reference, as currently enacted and hereinafter amended. If the licensed massage therapist or certified reflexologist does not have a principal place of business or conducts business in any other location, they must have a copy of their credential available for inspection to persons receiving massage or reflexology services or to a City law enforcement officer upon request while performing services within their authorized scope of practice.

5.14.070 INSPECTION OF PREMISES BY CITY LAW ENFORCEMENT PERSONNEL.

To the extent authorized by RCW 18.108.190, adopted and incorporated herein by this reference, as currently enacted and hereinafter amended, City law enforcement personnel shall have the authority to inspect the premises of any business where massages or reflexology services are provided.

5.14.080 VERIFICATION OF LICENSE OR CERTIFICATION.

If a City official or City law enforcement officer has cause to believe that a massage license or reflexology certification is fraudulent, expired or not issued to a person who represents it to be their license or certification, the City official or City law enforcement officer may require verification of the license or certification. Verification includes, but is not limited to, a comparison of the license or certification with a government issued identification bearing the photograph and date of birth of the license or certification holder.

5.14.090 DENIAL, SUSPENSION AND REVOCATION - PROCEDURE.

Any application for the issuance or renewal of a general business license issued under this chapter may be denied, or any license issued under this chapter may be suspended or revoked based on one or more violations of the provisions of this chapter or PMC 5.04.110. The procedures for denial, revocation, and appeal are set forth in PMC 5.04.110 and PMC 5.04.120

5.14.100 ADDITIONAL ENFORCEMENT.

Notwithstanding the existence or use of any other remedy, the City may seek legal or equitable relief to enjoin any acts or practices which constitute or will constitute a violation of any provisions of this chapter.

SECTION 2. Ordinance Review. The City will review, and if necessary, revise the massage and reflexology business ordinance to reflect changed circumstances or new information on or about the one-year anniversary of the adoption of the ordinance.

SECTION 3. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener, clerical, typographical, and spelling errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 4. Severability. If any one or more sections, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

SECTION 5. Effective Date. This ordinance shall take effect and be in force ten (10) days from and after its passage, approval and publication as provided by law.

Approved this _____ day of _____, 2019.

BECKY ERICKSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHIANNON FERNANDEZ, City Clerk

JIM HANEY, City Attorney

PUBLISHED the _____ day of _____, 2019.

EFFECTIVE the _____ day of _____, 2019.

ORDINANCE NO. _____

LEAD National Support Bureau – LEAD Pilot Program Coordinator:
Contract for Work in 2019 – 2020

Intent to Contract for the LEAD National Support Bureau Pilot Program Coordinator position

The Law Enforcement Assisted Diversion (“LEAD”) National Support Bureau (“Bureau”) is a project of the Public Defender Association (“PDA”). The PDA seeks to contract with Kimberly Hendrickson (“the Contractor”), a highly regarded project manager for behavioral health outreach programs, to assess and assist LEAD, and LEAD-like, programs in Washington state to connect people with behavioral health disorders to resources and services after law enforcement contact.

The Contractor shall serve as the Bureau’s LEAD Pilot Program Coordinator to facilitate the development and implementation of community-based diversion programs funded by the Washington Association of Sheriffs and Police Chiefs and the Health Care Authority. The LEAD Pilot Program Coordinator will coordinate implementation of a grant program to engage persons who are involved with the criminal justice system and have substance use disorder or other behavior health needs and divert such persons to therapeutic programs, services and resources under the direction of the PDA Director and PDA’s LEAD National Support Director, and in close collaboration with other Bureau staff and partner agencies.

The Contractor’s responsibilities include, but are not limited to, the following:

- Advising on the selection process for jurisdictions applying for funding under two funding streams: (1) 2SHB 1767 via WASPC and (2) SB 5380 via the Health Care Authority;
- Providing technical support for the jurisdictions that receive funds;
- Developing an evaluation plan for both diversion funding streams and the sites funded;
- Communicating with the Washington State Legislature pursuant to legislative directive about progress on the program and with evaluation development;
- Participating in standing meetings in Seattle either in-person or, when necessary, by telephone, with the team handling LEAD replication technical support work in Washington state; and,
- Other LEAD Pilot Program support work as may be needed by the PDA Director.

Terms, Compensation, Bureau-assigned travel and Contractor Relationship

- It is understood that this flat rate contract procures the services of the Contractor on a variable basis. Typically, PDA/Bureau work will require time and effort comparable to 20 hours per week; however, the number of hours will vary week to week as the workflow will fluctuate. The Contractor will be an independent contractor for the PDA/Bureau and will remain an employee of the City of Poulsbo, a Washington

municipal corporation. In return for flat rate payments, the Contractor is required to prioritize Bureau work so that all needed and assigned work is completed timely and with a high degree of care and skill.

- The PDA/Bureau will compensate the Contractor for providing the indicated capacity and work at the rate of \$40 per hour, plus mileage reimbursement and other PDA/Bureau-related travel costs, for a term of one year, beginning in October 2019 through September 2020. Total compensation is expected to be and shall not exceed \$41,600.00.
- The PDA/Bureau will be responsible for the costs (transportation, lodging and ground transportation) of all PDA/Bureau-related travel that is assigned and approved by the PDA Director or the LEAD National Support Director. Meals and other incidental costs of travel will be covered through per diem payments for each day of travel; the PDA per diem rate will be determined per PDA policy and requires attestation that out of pocket expenses were incurred.
- The Contractor is not a PDA/Bureau employee and will accrue no benefits, leave or compensation other than that expressly agreed to in this contract. The Contractor is solely responsible for payment of all applicable local, state and federal payroll taxes.
- Payments will typically be made on a monthly basis for work completed in the prior month and will be made within 10 days of PDA receiving the Contractor's invoice for work completed the previous month. The invoice must itemize work done for the Bureau during the prior month with enough specificity to allow PDA to understand the work that was performed, the amount of time required, and the deliverables being worked on.
- This Agreement is contingent upon the Contractor maintaining in good standing a Limited Liability Corporation, with which it is understood PDA is doing business, and a business license.
- Any modification to or extension of this Agreement will be in writing, signed or electronically acknowledged by both the PDA/Bureau and the Contractor.
- This Agreement may be terminated by the Contractor at any time, and by the PDA/Bureau upon written notice to the Contractor of the intent to terminate at least 30 days prior to the termination date.

Schedule, Means and Manner of Work

- The Contractor will determine when and how work assigned is to be performed, except that Contractor will meet deliverable deadlines established by the PDA/Bureau, will schedule and attend calls, site visits, conferences and other meetings at times specified by the PDA Director or entities with which the Bureau is working, and will otherwise arrange the hours, means and manner of work in order to satisfactorily perform the body of work being contracted for.

- It is understood that the Contractor is an employee of the City of Poulsbo, and the Contractor will utilize the office space, office equipment and materials of the City of Poulsbo in performing the body of work being contracted for without additional compensation.
- The PDA/Bureau understands that the Contractor will need to arrange periods of vacation and leave time and will endeavor to respect those periods of absence from availability for PDA/Bureau work. The Contractor will ensure that vacation and leave time does not interfere with her ability to deliver on agreed PDA/Bureau projects which she has been assigned or undertaken.

Other issues

- The Contractor will be listed as a contractor on the “staff” page of the PDA website and ancillary websites owned by PDA, and the Contractor will provide a biographical summary and headshot for this purpose.
- It is understood that the Contractor is an employee of the City of Poulsbo, and the Contractor agrees to avoid creating a conflict of interest for the City of Poulsbo, the City of Bremerton or Kitsap County to apply for funding under any PDA-funded or LEAD Bureau-funded programs. To avoid conflicts of interest, the Contractor agrees to be screened from the site application review process and panel and to avoid access to any proprietary information about the site selection process.
- The Contractor agrees not to assist or lend support to the effort of any other entity, expressly or tacitly, in establishing itself as an alternative provider of technical support for LEAD or law enforcement diversion programs. However, it is expected that, on behalf of the PDA/Bureau, the Contractor will frequently coordinate with and support the efforts of other local and regional organizations which are working in alignment with the principles and objectives of the PDA/Bureau on police diversion, LEAD and other efforts. The PDA/Bureau retain sole discretion to determine when such support and collaboration are in the interest of the PDA/Bureau.

Entire Agreement. This is the entire agreement between PDA/LEAD National Support Bureau and Kimberly Hendrickson (Contractor). Any modifications to this Agreement will be made in writing and acknowledged in writing by both parties.

Dispute Resolution. Any disputes regarding the interpretation or effect of the terms of this Agreement will be addressed in Washington State courts, and Washington law will govern. The parties agree that, in the event either requires a third party to address their rights or obligations under this contract, prior to commencing litigation in any forum, they will employ a professional mediator, to be selected from the list of neutrals employed by Judicial Arbitration & Mediation Services (JAMS)’s Seattle office, unless another mediator is agreed to by both parties in writing. The party initiating the mediation request will identify five JAMS neutrals

that would be acceptable to that party, and the other party will select the mediator from that list of six. The parties will equally divide the cost of mediation, unless otherwise agreed to in writing.

By the signatures below, the foregoing is hereby agreed to:



Kimberly Hendrickson, Contractor
Dated: _____

Lisa Daugaard, Director, PDA
Dated: _____

CITY OF POULSBO

Rebecca Erickson, Mayor
Date Signed: _____

APPROVED AS TO FORM

James E. Haney, City Attorney