



City of Port Orchard Council Meeting Agenda
December 17, 2019
6:30 p.m.

Mayor:

Rob Putaansuu
Administrative Official

Councilmembers:

Bek Ashby (Mayor Pro-Tempore)
Chair: ED/Tourism/LT Committee
Staff: Development Director
Finance Committee
KRCC / PSRC TransPol / KRCC TransPol
KRCC PlanPol-alt / PRTPO

Shawn Cucciardi
Finance Committee
Land Use Committee
PSRC EDD-alt

Fred Chang
Utilities Committee
Sewer Advisory Committee (SAC)
Staff: Public Works Director

Jay Rosapepe
ED/Tourism/LT Committee
Utilities Committee
Sewer Advisory Committee (SAC)
KRCC-alt / KRCC TransPol-alt
Kitsap Transit-alt

John Clauson
Chair: Finance Committee
Staff: Finance Director
Kitsap Public Health District-alt
KEDA/KADA-alt

Cindy Lucarelli
Chair: Utilities and SAC Committee
Staff: Public Works Director
Chair: Chimes and Lights Committee
Staff: City Clerk
KEDA/KADA

Scott Diener
Chair: Land Use Committee
Staff: Development Director
ED/Tourism/LT Committee

Department Directors:
Nicholas Bond, AICP
Development Director

Mark Dorsey, P.E.
Director of Public Works/City Engineer

Tim Drury
Municipal Court Judge

Noah Crocker, M.B.A.
Finance Director

Matt Brown
Police Chief

Brandy Rinearson, MMC, CPRO
City Clerk

Contact us:

216 Prospect Street
Port Orchard, WA 98366
(360) 876-4407

1. CALL TO ORDER

A. Pledge of Allegiance

2. APPROVAL OF AGENDA

3. CITIZENS COMMENTS

*(Please limit your comments to **3 minutes** for items listed on the Agenda and that are not for a Public Hearing. When recognized by the Mayor, please state your name for the official record)*

4. CONSENT AGENDA

(Approval of Consent Agenda passes all routine items listed below, which have been distributed to each Councilmember for reading and study. Consent Agenda items are not considered separately unless a Councilmember so requests. In the event of such a request, the item is returned to Business Items.)

A. Approval of Vouchers and Electronic Payments

B. Approval of Payroll and Direct Deposits

C. Approval of the First Amendment to Contract No. 035-18, with Winward McCormick, LLC for the McCormick Woods Lift Stations #1 and #2 Upgrades (Dorsey) Page 3

5. PRESENTATION

A. Administering the Oath of Offices

B. Behavioral Health Navigator Program

6. PUBLIC HEARING

7. BUSINESS ITEMS

A. Approval of an Interlocal Agreement with the City of Poulsbo for Provision of Law Enforcement Behavioral Health Navigator Services (Brown) Page 11

B. Adoption of an Ordinance Authorizing a Change in Police Department Staffing from 18 Officers and 3 Sergeants to 17 Officers and 4 Sergeants (Brown) Page 45

C. Adoption of an Ordinance Amending Sections of POMC 10.12.580 and 10.12.600 Regarding Parking on Public Streets (Rinearson) Page 49

D. Adoption of a Resolution Adopting the 2020 City Council Meeting Schedule (Rinearson) Page 61

E. Adoption of a Resolution Accepting the Donation of a Chihuly Inspired Chandelier Art Piece (Rinearson) Page 65

F. Adoption of a Resolution Approving a Contract with GGLO Design for the Downtown/Campus Sub Area and Planned Action EIS (Bond) Page 69

G. Approval of a Contract with Inslee, Best, Doezie & Ryder, P.S. for City Attorney Services (Rinearson) Page 71

H. Approval of Addendum No. 3 to Contract No. 053-18 with Waterman Investment Partners for the 640 Bay Street Purchase and Sale Agreement (Bond) **Page 81**

8. **DISCUSSION ITEMS (No Action to be Taken)**

A. 2020 City Council Retreat (Mayor) **Page 85**

9. **REPORTS OF COUNCIL COMMITTEES**

10. **REPORT OF MAYOR**

11. **REPORT OF DEPARTMENT HEADS**

12. **CITIZEN COMMENTS**

*(Please limit your comments to **3 minutes** for any items not up for Public Hearing. When recognized by the Mayor, please state your name for the official record)*

13. EXECUTIVE SESSION: Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

14. **ADJOURNMENT**

COMMITTEE MEETINGS

	Date & Time	Location
Finance	December 17, 2019; 5:30pm	City Hall
Economic Development and Tourism	January 13, 2020; 9:30am	City Hall
Utilities	December 16, 2019; 9:30am	City Hall
Sewer Advisory	February 19, 2020; 6:30pm	City Hall
Land Use	TBD	DCD*
Lodging Tax Advisory	October, 2020	City Hall
Festival of Chimes & Lights	January 13, 2020; 3:30pm	City Hall
Outside Agency Committees	Varies	Varies
Council Retreat	January 17, 2020; 9:00am	Puerta Vallarta**

*DCD, Department of Community Development, 720 Prospect Street, Port Orchard

**1599 SE Lund Ave, Port Orchard, WA

CITY COUNCIL GOOD OF THE ORDER



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.:	<u>Consent Agenda 4C</u>	Meeting Date:	<u>December 17, 2019</u>
Subject:	<u>Approval of the First Amendment to</u>	Prepared by:	<u>Mark R. Dorsey, P.E.</u>
	<u>Contract No. 035-18, with Winward</u>		<u>Public Works Director</u>
	<u>McCormick, LLC for the McCormick</u>	Atty Routing No.:	<u>500-18</u>
	<u>Woods Lift Stations #1 and #2 Upgrades</u>	Atty Review Date:	<u>December 5, 2019</u>

Summary: On April 17, 2018, the City of Port Orchard and McCormick Winward, LLC entered into an Agreement (C035-18) entitled “City of Port Orchard McCormick Woods Lift Stations #1 & #2 Upgrade Agreement” for the purpose of constructing two sanitary sewer lift stations to serve the McCormick Properties. The construction of these facilities had specific performance timelines, and while both parties are making progress on their respective responsibilities (LS1 is operating and undergoing final inspections, LS2 is designed, permitted and out for construction bid), neither party has met the deadlines outlined in the Agreement. Therefore, both parties agree that the deadlines should be amended to reflect the current progress and adjusted expectations.

Relationship to Comprehensive Plan: Chapter 7.5 – Future Sewer System Needs, Projects #3 & #4.

Recommendation: Staff recommends that the City Council authorize the Mayor to execute the First Amendment to Contract No. C035-18, being an Agreement with Winward McCormick, LLC for the McCormick Woods Lift Stations #1 & #2 Upgrade.

Motion for Consideration: I move to authorize the Mayor to execute the First Amendment to Contract No. C035-18, being an Agreement with Winward McCormick, LLC for the McCormick Woods Lift Stations #1 & #2 Upgrade.

Fiscal Impact: None

Alternatives: None

Attachments: First Amendment to the ‘Agreement’.

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FIRST AMENDMENT TO CITY OF PORT ORCHARD MCCORMICK WOODS LIFT STATIONS #1 & #2 UPGRADE AGREEMENT

This FIRST AMENDMENT TO CITY OF PORT ORCHARD MCCORMICK WOODS LIFT STATIONS #1 & #2 UPGRADE AGREEMENT (“Amendment”) is entered into between the City of Port Orchard, a Washington municipal corporation (“City” or “Port Orchard”) and Winward McCormick, LLC, a Washington limited liability company (“McCormick”). City and McCormick are each a “Party” and together the “Parties” to this Amendment.

The Parties hereby agree as follows.

RECITALS:

- A. McCormick is the current owner of certain undeveloped property which is located within the City of Port Orchard.
- B. On April 17, 2018, the Parties entered into an Agreement entitled “City of Port Orchard McCormick Woods Lift Stations #1 & #2 Upgrade Agreement” (hereinafter “Agreement”) for the purpose of constructing two sewer lift stations (Lift Station #1 and #2) to serve the McCormick Property.
- C. The Agreement designated McCormick as responsible for constructing Lift Station #1 and the City as responsible from constructing Lift Station #2. The construction of these two facilities had specific performance timelines. While both parties are making progress on their respective responsibilities, neither party has met the deadlines in the Agreement. Both parties agree that these deadlines should be amended to reflect current progress and adjusted expectations.

FIRST AMENDMENT TO AGREEMENT:

- 1. Section 2, subsections (e) and (f) of the Agreement are hereby amended to read as follows:

e. Substantial Completion of LS1 Replacement by June 30, 2020 (“Substantial Completion” or “Substantially Completed” means functional at full design capacity, including backup requirements and site security, including but not limited to appropriate fencing); and

f. City punch list of items for repair or correction to McCormick by August 15, 2020.

- 2. Section 3 of the Agreement is hereby amended to read as follows:

The parties agree that the LS2 Replacement shall be designed and constructed with adequate capacity to serve full build-out of the McCormick Property. The City agrees to begin construction of LS2

Replacement by January 15, 2020 and that the LS2 Replacement will be Substantially Completed by November 15, 2020.

Because the City’s portion and McCormick’s portion of the LS1 Replacement and the LS2 Replacement, as determined by the McCormick Woods Wastewater Analysis, dated March 15, 2018, are generally equal both in cost and firm capacity to be used, and because the parties have agreed, instead of sharing the costs of each lift station replacement, for McCormick to construct, at its sole cost, the Interim Upgrade and the LS1 Replacement, and for the City to construct, at its sole cost, the LS2 Replacement, the City agrees that it shall not seek any reimbursement from the McCormick Property for the costs of the LS2 Replacement. The City further agrees that it shall not increase the Capital Facilities Charge (CFC) for sewer applicable to the McCormick Property to pay for the LS2 Replacement.

- 3. Severability. The provisions of this First Amendment are declared to be severable. If any provision of this First Amendment is for any reasons 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 provision.
- 4. Entire Agreement. The written provisions and terms of this First Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this First Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, and this First Amendment. Should any language in any of the Exhibits to the Agreement conflict with any language contained in this First Amendment, then this First Amendment shall prevail. Except as modified by this First Amendment, all other provisions of the original Agreement not inconsistent with this First Amendment shall remain in full force and effect.
- 5. Effective date. This Amendment shall be effective as of _____, 2019.

IN WITNESS WHEREOF, the parties have executed this Amendment on this ____ day of December, 2019.

WINWARD MCCORMICK, LLC

CITY OF PORT ORCHARD

By: _____
Its: _____

By: _____
Its: Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Patrick Schneider
Attorney for Winward McCormick

Jennifer S. Robertson
Attorney for Port Orchard

ATTEST:

Brandy Rinearson
Port Orchard City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Mr. Rob Putaansuu is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of Port Orchard to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____ 20____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

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City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.: Business Item 7A
Subject: Approval of an Interlocal Agreement with
the City of Poulsbo for Provision of Law
Enforcement Behavioral Health Navigator
Services

Meeting Date: December 17, 2019
Prepared by: Matt Brown
Chief of Police
Atty Routing No.: N/A
Atty Review Date: N/A

Summary: This is an updated ILA between the City of Port Orchard and the City of Poulsbo for the provision of law enforcement Behavioral Health Navigator services. The City of Poulsbo currently provides a Navigator to the City of Port Orchard for up to twenty-five (25) hours per week. The Navigator receives an average of thirty-five (35) referrals from police officers every month; this referral to navigation services permits officers to provide a higher level of compassionate service to those who need more than law enforcement assistance. Providing subjects a connection to services also allows officers more time to deal with the criminal element in our community. Navigators are also able to spend more time working on solutions as they are not responsible for dealing with any additional calls for service.

The City of Poulsbo currently provides the Behavioral Health Navigator program at no cost to the City of Port Orchard. This is not consistent with other member agencies – the City of Bremerton and the City of Bainbridge Island budget \$30,000 annually for their own Navigator. It is highly likely our access to this unique program will be removed should we not participate financially.

Recommendation: Recommend the council to approve this Interlocal Agreement.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to approve the Mayor signing an ILA between the City of Port Orchard and City of Poulsbo to continue providing for law enforcement Behavioral Health Navigator services.

Fiscal Impact: The request from the City of Poulsbo is \$30,000 for the year 2020. This money was not budgeted in the Police Department’s 2019-2020 budget. A budget amendment may be needed.

Alternatives: Not approve the ILA and lose access to the law enforcement Behavioral Navigator program.

Attachments: Interlocal Agreement, Quarterly Report, Behavioral Health Navigator Program, and LEXIPOL Law Enforcement Response to People in Crisis.

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**INTERLOCAL AGREEMENT AMONG THE CITIES OF
PORT ORCHARD AND POULSBO FOR PROVISION OF LAW
ENFORCEMENT BEHAVIORAL HEALTH NAVIGATOR SERVICES**

This Agreement is by and between the City of Poulsbo (“Poulsbo”) and the City of Port Orchard (“Port Orchard”) and is made and entered into pursuant to the provisions of Chapter 39.34 RCW.

WHEREAS, the undersigned cities hereto are public agencies as defined by Chapter 39.34, Revised Code of Washington, and are authorized to enter into joint or cooperative actions and to cooperate with each other on the 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; and

WHEREAS, law enforcement agencies are often the first responders to those in behavioral health crises or with behavioral health conditions and who are in need of connection to services, thereby creating a demand upon the undersigned cities respective to resources and impacting the communities of the undersigned cities, both individually and jointly; and

WHEREAS, the City of Poulsbo Police Department has an established Behavioral Health Outreach Navigator Program which assists law enforcement in connecting individuals with behavioral health issues, who are identified as at-risk or in crisis, with treatment and other community resources, with the goal of diverting initial or further involvement in the criminal justice system; and

WHEREAS, the City of Port Orchard has determined that the cooperative utilization of the City of Poulsbo Police Department Behavioral Health Outreach Navigator Program would be of benefit to its Police Department and the community; and

WHEREAS, the City of Poulsbo agrees that the cooperative utilization of its Behavioral Health Outreach Program is of benefit to the City of Port Orchard, the City of Poulsbo and their respective communities;

NOW THEREFORE, the City of Poulsbo and the City of Port Orchard, through their respective legislative bodies, do hereby agree as follows:

1. **SCOPE OF SERVICES.** Poulsbo Police Department (“PPD”) shall assign, as staffing levels permit, to the City of Port Orchard Police Department (“POPD”) a Police Navigator (“Navigator”) from the Poulsbo Police Department Behavioral Health Outreach Navigator Program (“Program”). The Navigator will be housed in the Port Orchard Police Department and will work no more than 25 hours per week with POPD, assisting law enforcement officers to connect individuals with behavioral health issues to treatment and other community services.

2. **NAVIGATOR ASSIGNMENT.** PPD shall ensure the Navigator has the appropriate and necessary qualifications, training and experience to provide the services under this Agreement and retains the sole authority to remove, replace or change the assigned Navigator to POPD. However, PPD shall make reasonable attempts to avoid any significant disruptions to ongoing cases. POPD shall provide to the Navigator and PPD a designated member of the POPD Crisis Intervention Team, or other POPD law enforcement officer who shall serve as the point of contact for the Navigator services and shall supervise the Navigator and the provision of related services while on-site, in collaboration with the PPD Administrative Services Manager.
 - a. The City of Poulsbo shall pay the salary, associated benefits and employment costs of the Navigator, with any overtime work needing prior approval by the PPD Administrative Services Manager.

 - b. The Navigator shall be considered an employee of the PPD, reporting to, and supervised by the PPD Administrative Services Manager. The Navigator will adhere to the policies and procedures of the PPD, including the Behavioral Health Navigator Program policies. Should an actual or perceived conflict arise regarding the responsibilities, policies, or delegated duties of the Navigator, POPD shall promptly inform PPD.

 - c. The Navigator shall continue to have ongoing responsibilities with the PPD and may be required to provide navigator support, attend mandatory trainings, conduct investigations or attend to other work-related matters for PPD or other partnered agencies, at the sole determination of PPD. Should POPD wish for the Navigator to

participate or attend any POPD required meetings or trainings, POPD shall seek authorization from the PPD Administrative Services Manager.

- d. PPD shall provide the Navigator with a cellular phone and laptop for the provision of the services in this Agreement, which shall remain the property of PPD.
- e. POPD shall provide the necessary workspace and/or workstation in its Department which provides the Navigator at a minimum access to ILeads, or any replacement County-wide law enforcement records management system. The Navigator shall enter all contacts into ILeads or its successor, and through this agreement are given the authorization to do so. Such entry shall be in accordance with the policies and procedures of the PPD.

3. **COSTS.**

- a. For calendar year 2020, the City of Port Orchard will remit a payment of Thirty Thousand Dollars (\$30,000) to the City of Poulsbo for services provided herein. Such payment shall be due upon full execution of this Agreement.
- b. Unless as especially provided for herein, all other costs for the services under this Agreement shall be borne by the City of Poulsbo.

4. **INSURANCE.** The cities shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this agreement effective as between the member cities signing this agreement and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this provision on liability shall not relieve any individual city from its obligations under this agreement.

5. **LIABILITY.** Each City shall be responsible for the wrongful or negligent actions of its employees while participating in the Navigator Program as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this agreement is not intended to diminish or expand such liability.

- a. To that end, each City promises to hold harmless and release all the other participating Cities from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.
- b. Nothing herein shall be interpreted to:
 - i. Waive any defense arising out of RCW Title 51.
 - ii. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the officer(s) was acting beyond the scope of his or her employment.
 - iii. Cover or require indemnification or payment of any judgment against any individual or city for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or city. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.
6. **PUBLIC RECORDS.** This Agreement does not establish a separate or independent legal entity subject to suit or to the Washington Public Records Act (PRA), Chapter 42.56 RCW. Accordingly, each party shall be responsible for retaining records it creates, owns or uses, in accordance with the applicable record retention laws. All public records requests shall be handled independently by the agency receiving the request in accordance with its own policies and state law.

7. **EFFECTIVE DATE.** This Agreement shall take effect on January 1, 2020 and shall expire December 31, 2020, unless otherwise terminated per Section 8 of this Agreement.
8. **TERMINATION.** This agreement can be terminated at any time without cause, with 30 days written notice by either party. Termination of this Agreement shall not terminate paragraphs 4 or 5 hereof as to any incident arising prior to the termination of this Agreement and paragraphs 4 and 5 shall survive the termination of this Agreement with respect to any cause of action, claim, or liability arising on or prior to the date of termination.
9. **ADMINISTRATION.** This Agreement is executed in accordance with the authority of Chapter 39.34, the Interlocal Cooperation Act. The parties do not create through this Agreement a separate legal entity subject to suit. The Police Chiefs of PPD and POPD, or their designees, will administer this agreement for each party, and will meet each quarter, or as needed, for the purpose of reviewing and discussing the operations and performance of the Navigator and the Navigator Program. Each party to this Agreement shall be responsible for its own budgeting.
10. **DISPOSAL OF PROPERTY.** No real or personal property will be jointly acquired or owned by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.
11. **WRITTEN NOTICES.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1st class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

For City of Poulsbo:

Chief Dan Schoonmaker
Poulsbo Police Department
200 NE Moe Street
Poulsbo, WA 98370

For City of Port Orchard

Chief Matt Brown
Port Orchard Police Department
546 Bay Street
Port Orchard, WA 98366

12. **SEVERABILITY.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.
13. **WAIVER.** Failure to enforce any provisions of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed a waiver of any other right or power.
14. **AMENDMENT.** This Agreement may only be amended by written agreement of all parties.
15. **GOVERNING LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws and administrative rules of the State of Washington. In the event of dispute, the venue for any action brought hereunder shall be in Kitsap County Superior Court.
16. **FILING.** This agreement shall be filed with the County Auditor or listed by subject on each agency's website pursuant to RCW 39.34.

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement, this _____ day of _____, 2019.

CITY OF POULSBO

CITY OF PORT ORCHARD

BECKY ERICKSON, MAYOR

ROB PUTAANSUU, MAYOR

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JAMES HANEY
CITY ATTORNEY

SHARON CATES
CITY ATTORNEY

Kitsap County Mental Health, Chemical Dependency & Therapeutic Court Programs Quarterly Narrative Report

Agency: City of Poulsbo

Quarter: July-September 2019 (Q3)

Program Name: Behavioral Health Outreach

Person Completing Report: Kim Hendrickson

Date: October 31, 2019

Email: kimberlyh@cityofpoulsbo.com

Reflecting on your evaluation results and overall program efforts, briefly describe what has been achieved over the Quarter. If program objectives have not been met, why not? Are there any needed changes in evaluation or scope of work?

Our team of Navigators assisted **163** unique individuals this quarter struggling with behavioral health issues (BHI) and responded to **281** police requests for assistance. In the first nine months of 2019, the Navigators assisted **530** unique individuals and responded to **over 800** police referrals.

In terms of impact, Navigators made 577 personalized referrals to treatment and other services this quarter. Over one-half of these referrals (294) resulted in a successful connection to a program or service. Since the start of the year, 90% of the police requests Navigators respond to have resulted in at least one referral. 52% of these police requests result in at least one service connection.

Navigators helped 17 people with BHI satisfy court obligations this quarter. They assisted school officials with 20 youth in need of behavioral health assistance.

We contracted with two outside agencies this quarter: Peninsula Community Health Services and MCS Counseling. These partnerships allowed our program to provide services that Navigators can't (i.e., ongoing care coordination and mental health counseling).

- A PCHS community health care worker did ongoing care coordination for a small cohort of Bremerton individuals through the Law Enforcement Assisted Diversion (LEAD) program. The goal, here, is to reduce criminal recidivism by supporting individuals in their recovery efforts. The program assisted four individuals this quarter. The CHCW assigned to our team left her position in August; there was no care coordination/LEAD activity in September.

- A MCS Counselor provides short term therapy for youth at risk of suicide or self-harm referred by Navigators. This partnership with MCS gives youth in North and South Kitsap quick access to counseling regardless of insurance status. This initiative assisted nine youth this quarter. Four of these kids are now connected to long term services.

Briefly describe collaborative efforts and outreach activities employing collective impact strategies:

The strength of the Behavioral Health Outreach Program depends on our partnerships. We leverage our relationships with organizations and agencies to find treatment options for individuals and enhance continuity of care. As noted above, we worked with PCHS and MCS counseling this quarter to help at-risk individuals. We also worked with PCHS, the Bremerton Mayor, and Bremerton Fire to promote a new mobile health care program ("fired up for health") that will begin in 2020.

Navigators worked with the following individuals and agencies this quarter:

- DCRs, case managers, and clinicians at KMHS

- West Sound Treatment Center and Agape Unlimited
- Kitsap County Jail staff and service providers
- Staff at Bremerton, Port Orchard, and Bainbridge Island schools (and school resource officers)
- Kitsap Connect, Salvation Army, Kitsap Rescue Mission
- DSHS, DDS, and the County Division on Aging (we attend monthly "A team" meetings)
- Prosecutor and court personnel at Poulsbo, Bainbridge, Port Orchard, Bremerton, and District Court.

Please describe your sustainability planning – new collaborations, other sources of funding, etc.:

We applied for a state “field response” grant through the Washington Association of Sheriffs and Police Chiefs this quarter. Our application was not successful—but we were told, by a WASPC representative, that our team made the best presentation. (Unfortunately, only existing programs were funded this cycle.) We also worked with Washington State University to submit a Department of Justice “Opioid Abuse Site Based Program” grant to expand our LEAD Program (we were not awarded).

We work closely with partnering police departments to make sure Navigator services meet their needs. Poulsbo Police Department Administrative Services Manager Kelly Ziemann supervises Navigators' work and these important agency relationships, and we expect that these departments will continue to support the program. We did outreach to the Suquamish and Port Gamble S’klallam Tribes, this quarter, to encourage new partnership opportunities.

Success Stories:

Port Orchard Police Department: School Resource Officer Wofford referred a student, “**Paul,**” to Navigator Stern. Paul was experiencing hallucinations and depression, and threatened, on his social media accounts, to bring a gun to school. Navigator Stern connected him to our program’s MCS youth therapist who was able to meet with him immediately, at no cost, at his school. Navigator Stern and the therapist are working together to connect Paul to long term support services, and to coordinate those services at the school. This is an excellent example of how navigators complement the work of school resource officers and school officials.

Bremerton Police Department: Navigator Howard worked, this quarter, with an elderly individual struggling with mental illness and alcohol dependence. “**John**” was referred to the Navigator after multiple suicide attempts. He had no family nearby or support system in place. John was not interested, at first, in assistance but over time trusted the Navigator to connect him to services. Navigator Howard connected John to the County’s Division of Aging and Long Term care where he was assigned a mental health counselor. She also contacted his granddaughter to let her know about his health and how she can support him.

North Kitsap Navigator Lynch has worked with Poulsbo and Bainbridge Police, for many months, regarding a mother and her three children. There have been dozens of police contacts and Child Protective Services (CPS) reports, but little action has been taken. (Police and CPS have been concerned about the oldest child, who struggles with mental illness--and younger children not getting help with their basic needs.) Navigator Lynch coordinated with multiple agencies, officers, and CPS caseworkers to address this situation. Through their observations, and the observations of the community resource officer regarding code violations, they were able to gather enough information to put the children in protective custody this quarter. The youngest are currently attending preschool for the first time and are getting medical care. Both are making excellent progress towards their developmental milestones.

Behavioral Health Navigator Program



The **Behavioral Health Navigator Program** gives police throughout the county access to Navigators who help connect individuals with behavioral health symptoms to services. Navigators co-respond with officers to calls involving behavioral health issues and provide outreach to individuals after police contact occurs. This program is funded by the Kitsap County Treatment Tax and participating cities.

Navigators can:

- Work with individuals to identify treatment options
- Help overcome obstacles to services
- Educate parents and caregivers about laws and resources
- Improve communication between police, attorneys, courts, corrections, and service providers.

Navigators can't:

- Do assessments or involuntary commitments
- Provide therapy or other treatment services
- Share protected medical information
- Force anyone to accept help that isn't willing to accept it



The best way to contact a Navigator is through one of your police department's Crisis Intervention Officers

City of Poulsbo Police Department: 360 779 3113

City of Bainbridge Island Police Department: 206 842 5211

City of Bremerton Police Department: 360 473 5220

City of Port Orchard Police Department: 360 876 1700

For Program information, contact Program Manager Kim Hendrickson (360) 394 9794

LAW ENFORCEMENT RESPONSE TO PEOPLE IN CRISIS

Understanding the challenges
of incidents involving persons
with mental illness

A nationwide survey report
May 2019



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How often do these incidents occur?

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What do these interactions look like?

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MENTALLY ILL PERSON OR PERSON IN CRISIS

This survey referred respondents to the following definition for a mentally ill person or person in crisis: A person whose mental health symptoms or level of distress have exceeded the person's internal ability to manage his or her behavior or emotions in the immediate situation. While being under the influence of intoxicating substances often exacerbates mental health symptoms, behavior associated merely with being intoxicated does not indicate a person in crisis.

44MILLION

AMERICANS EXPERIENCE MENTAL ILLNESS



INTRODUCTION

Nearly 44 million Americans experience mental illness each year.¹ Due to a lack of mental health resources, those with serious mental illness often become homeless or live with family members who lack the knowledge or resources to care for them effectively.

It's also not uncommon for people to experience short-term emotional crises brought about by specific events and/or exacerbated by drugs or alcohol. According to the Center for Disease Control (CDC), suicide rates rose more than 30% in half of the states since 1999. Almost 45,000 lives were lost to suicide in 2016 alone—and more than half of them did not have a known mental health condition.²

Whether experiencing suicidal despair, psychosis brought about by long-term drug use, or paranoia due to a medication interruption, people in crisis have an elevated chance of coming into contact with a law enforcement officer. When criminal conduct is involved, the person is often arrested. The National Alliance on Mental Illness estimates 2 million people with mental illness are booked into jails each year.³

Millions more encounters between people in crisis and law enforcement officers do not involve criminal activity, yet officers are called because there is no one else to respond.

Anecdotal evidence about the impact of this issue abounds—resources are strained, officers are burnt out or demoralized,

people in crisis suffer injuries and are even killed by officers who were called to help them. But data is often lacking. So in late 2018, [Lexipol](#) created a comprehensive survey with questions designed to reveal a more detailed picture of how this issue is unfolding in law enforcement agencies across the nation: How often do officers respond to those with mental illness? What makes these incidents so challenging? And do agency policies and training provide adequate guidance?

Partnering with law enforcement training company [Calibre Press](#), we surveyed officers across the nation—and received an overwhelming response. We are sincerely thankful for the 4,200 law enforcement officers who took the time to provide their responses, more than one-third of whom provided detailed accounts and many who participated in post-survey interviews. Their first-person accounts are included throughout this report.

One respondent described the issue as “criminal policing in the realm of social work.” Indeed, it is a complex problem that extends across many facets of society. The solutions will be complex and varied as well. We believe understanding the scope of the issue from the eyes of law enforcement is a good place to start building those solutions.



RESPONDENT DEMOGRAPHICS

4,209
TOTAL RESPONDENTS

47%
OFFICERS
(officer, deputy, detective, etc.)

53%
SUPERVISORS
(chief, sheriff, sergeant, lieutenant, etc.)

"I am a mom, wife, daughter and sister. Everyone wants me to quit this job for my safety. We deal with someone emotionally disturbed every night in our city, on patrol, or that someone else has sent to us on the Greyhound bus to go to our shelters. I have lucked up and been able to adapt. It gets very old, very fast. If they want to commit suicide, we give them a ride to the hospital. If not, we offer them a warm floor in the police department lobby until breakfast is served in our local shelters."

—Anonymous

62%
MUNICIPAL
POLICE DEPARTMENTS

22%
COUNTY
SHERIFF OFFICES

16%
OTHER
(state police, campus
police, corrections)

AGENCY SIZE



23% LESS THAN 25
SWORN OFFICERS

31% 26 TO 100
SWORN OFFICERS

28% 101 TO 500
SWORN OFFICERS

18% MORE THAN 500
SWORN OFFICERS

HOW OFTEN DO THESE INCIDENTS OCCUR?

Understanding the issue of law enforcement interaction with mentally ill persons starts with assessing the magnitude of the situation. Every community is different, and we might expect larger jurisdictions to encounter people in crisis more often than small jurisdictions. Yet metropolitan police departments might also have access to more resources that help alleviate the strain these calls cause. Therefore, the overall effect lies not just in the number of calls, but in how prepared officers are to deal with them.

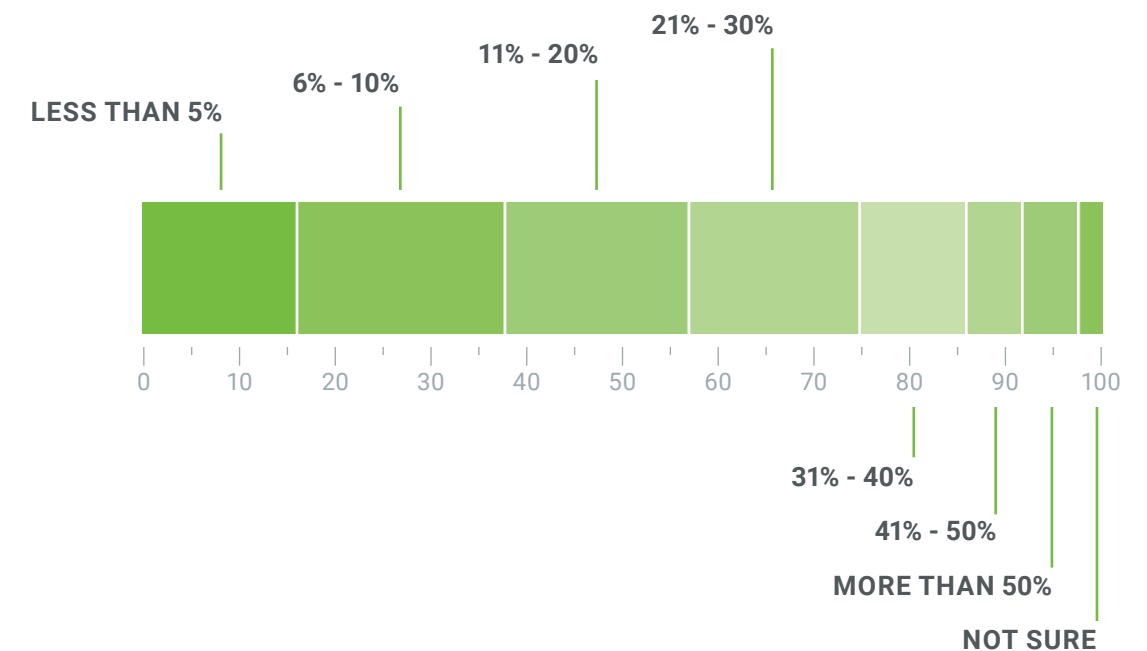
99% OF RESPONDENTS HAVE HAD AN INTERACTION (OR SUPERVISE AN OFFICER WHO HAS) WITH AN INDIVIDUAL WHO IS MENTALLY ILL OR WAS EXPERIENCING A MENTAL HEALTH CRISIS

“We have weekly contact with delusional subjects reporting crimes and paranoid delusions; however, since they are not evaluated by a hospital as ‘danger to self or others,’ there is no action we can take to force them to get mental health assistance, leading to repeated calls dealing with hours weekly of resources and time.”

Ronald Brandt
Sergeant, Niles (IL) Police Department

60% OF OFFICERS SAY MENTALLY ILL INDIVIDUALS MAKE UP 11% OR MORE OF THEIR CONTACTS

WHAT PERCENTAGE OF YOUR CONTACTS WOULD YOU ESTIMATE INVOLVE PEOPLE WHO ARE MENTALLY ILL OR EXPERIENCING A MENTAL HEALTH CRISIS?



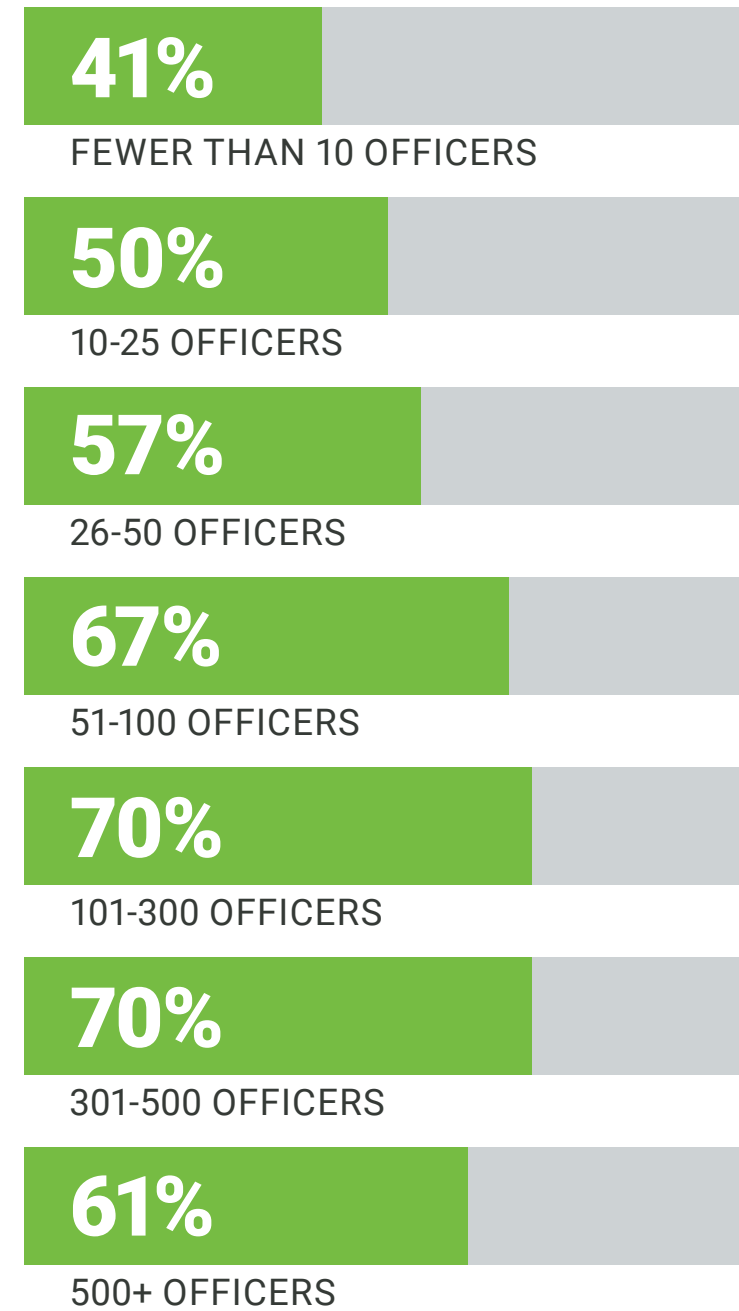
“We had a situation with an older female where our officers were called over 100 times in 3 months. We worked with mental health officials, family and adult protective services. Our sergeant even testified in court and the party was ordered forced medication, which eventually helped. Our sergeant still visits with the person even though it has been over a year. It took an enormous effort and many months, but we no longer get calls on this person.”

Jeff Carr
Chief, South Jordan (UT) Police Department

Agency size has an impact on the percentage of contacts involving mentally ill subjects. In the smallest agencies (10 officers or fewer), 41% of respondents

said mentally ill subjects make up 11% or more of their contacts. As agency size increased, that percentage rose as high as 70% of officers.

PERCENTAGE OF OFFICERS WHO SAY MENTALLY ILL SUBJECTS MAKE UP AT LEAST 11% OF THEIR CONTACTS, BY AGENCY SIZE



“Our agency does an excellent job responding, de-escalating and taking [mentally ill] subjects into custody without major incident. However, it very rarely has any positive or lasting effect or result in the end. Almost 50% of our calls involve mentally ill individuals. It seems like we ‘Baker Act’ [Florida Mental Health Act] more people than we arrest.”

Jeremy Bird
Sergeant, Port Orange (FL) Police Department

WHAT DO THESE INTERACTIONS LOOK LIKE?

“These incidents are usually dealt with relatively peacefully, but there are no local resources to provide [the individuals], no place to take them and no mental health teams to respond and assist. Only in the most extreme cases can an involuntary commitment be made. In most cases, we do what we can to stabilize, avoid using force and disengaging. When an arrest is necessary, force is often necessary as well. In that case we attempt to minimize the degree of force. If the elements of an involuntary commitment are not present, then the county jail is the only alternative. When the subject is released from jail (or the hospital), usually the next day, the cycle starts all over again.”

Sean Madison
Staff Sergeant,
Sequim (WA) Police Department

Ask a layperson to describe a person in crisis and “suicidal” will be high on the list. And in fact, many calls involving mentally ill persons do involve suicide threats or risks. But there are other common threads running through these incidents. People with mental illness are more likely to neglect their basic needs, leading to “welfare check” requests. They fail to adhere to social cues and appropriate behavior, so police may be called for someone “running in traffic” or simply someone “acting strangely.” Often, those with mental health issues self-medicate with drugs or alcohol, and signs of mental illness can mirror signs of inebriation, so officers may be called for disorderly conduct.

The influence of drugs or alcohol can exacerbate these reactions. Although traditional use of force tactics are often ineffective on individuals with mental illness or in mental health crisis, officers can be backed into situations where there is no other alternative. And that can produce a tragic outcome.

In 2015, the *Washington Post* released an analysis of 462 police shooting deaths that year. It found that 25% of those deaths involved people “in the throes of emotional or mental crisis ... The vast majority were armed, but in most cases, the police officers who shot them were not responding to reports of a crime.

THE MOST COMMON TYPE OF CALL INVOLVING PEOPLE WITH MENTAL ILLNESS IS SUICIDE ATTEMPT OR THREAT

Another unifying aspect of calls involving people in crisis is the high risk they pose to officers and the subjects themselves. Most people with mental illness are not violent. But by the time law enforcement is called, the situation may be fraught with emotion. Mentally ill individuals often cannot describe their condition and may feel threatened by the presence of armed officers, especially if lights and sirens are used.

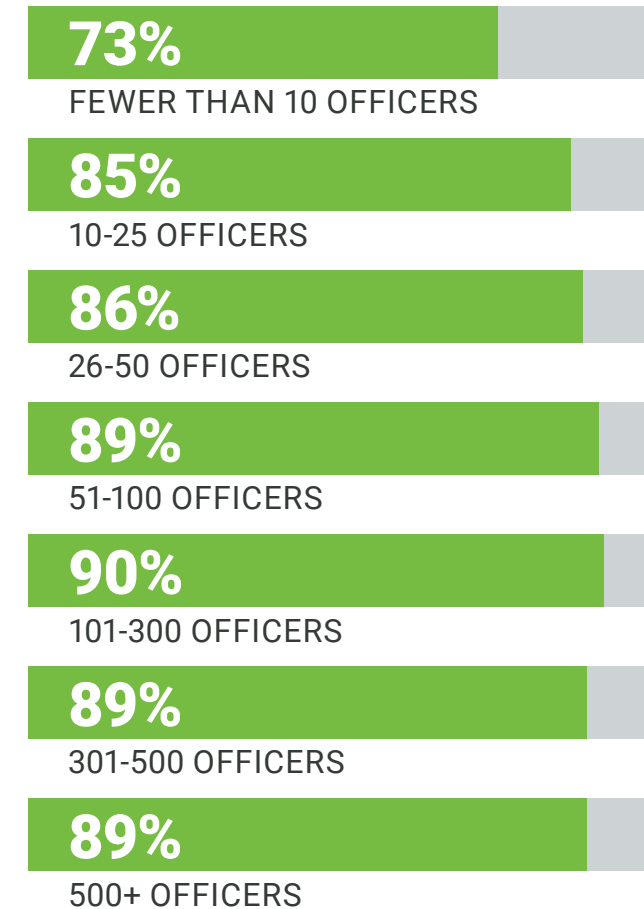
More often, the police officers were called by relatives, neighbors or other bystanders worried that a mentally fragile person was behaving erratically.”⁴

Even when the outcome of the call is not tragic, there is great risk of injury to officers or subjects whenever force is used.

WHAT ARE THE TOP THREE TYPES OF CALLS YOU RESPOND TO THAT INVOLVE INDIVIDUALS WHO ARE MENTALLY ILL OR EXPERIENCING MENTAL HEALTH CRISIS?



RESPONDENTS IN AGENCIES WITH FEWER THAN 10 OFFICERS WERE LESS LIKELY TO HAVE USED FORCE ON A MENTALLY ILL PERSON THAN RESPONDENTS FROM ALL OTHER AGENCY SIZES.



87%
OF RESPONDENTS HAVE PERSONALLY RESPONDED TO A CALL WHERE FORCE WAS USED ON A MENTALLY ILL PERSON*


*Although a definition was not included in the survey, "use of force" in a police context can mean anything from grabbing an individual in order to restrain them, to the use of less-lethal methods such as the TASER® device, to lethal force such as firearms.

"Recently [we] had a mentally ill person who was off medication and had not eaten for a few days. The call initially was a suspicious person call, and during the call the subject stole food from a nearby restaurant. My officers handled the call well and did not pursue the misdemeanor crime. Instead [they] spoke with and explained the situation to the restaurant. The subject was transported by ambulance to receive a proper mental health evaluation. He initially denied being diagnosed or taking meds. No force was used, just verbal de-escalation."

Francois Obasi
Sergeant, Las Vegas (NV) Metropolitan Police Department

"I remember entering the room knowing of the special needs of the [juvenile], attempting to de-escalate the situation until he threw a chair at the other children in the room. Due to the situation and location of the other children I knew that the use of my TASER [device] was out, so I had to go hands-on while trying not to harm him. As he was scratching at my face and eyes, I knew I just had to take it and get him subdued while trying my best to protect myself."

Mike Courtney
Patrol Lieutenant,
Madison County (ID) Sheriff's Office



32% OF RESPONDENTS HAVE BEEN INJURED DURING A CALL INVOLVING A MENTALLY ILL PERSON

The risk of injury rose with agency size: 23% of respondents from the smallest agencies (fewer than 10 officers) reported being injured during a call involving the mentally ill, compared with 35% of officers in agencies with more than 500 officers. This is likely because officers in larger agencies respond to more calls involving mentally ill people, as indicated on page 6 of this report.

UP CLOSE

“On 6 July 2012 I responded to a disturbance call at a local housing development. On arrival I made contact with the complainant who was bed-bound ... Someone began yelling from the kitchen. A male exited the kitchen, approached me and would not comply with verbal commands to stop. When the male kept coming toward me, I raised my flashlight to block the male from getting any closer and pushed him back. The male then struck me in the face, at which point I struck him in the side of the neck (brachial area) in an attempt to stop his actions.

As the fight continued, blows were exchanged and at some point I was knocked down onto a couch. The suspect was able to obtain my flashlight and began striking me in the head with it. I attempted to radio for assistance, but my radio mic was ripped from my shirt and from its carrier.

Due to the confined space and blood running down my face I chose not to deploy my chemical spray. I thought about using my firearm, but the complainant was in line with the suspect. I went to draw my TASER [device] and the suspect began hitting me harder. I put my hands up to show the suspect I did not have my TASER [device] and attempted to get him to move off-line of the complainant. When he did not move and continued hitting me, I drew my TASER [device] with my support hand and deployed the cartridge. I could hear a high-pitched

noise, which indicated bad or no probe contact ... The suspect fell on top of me and I proceeded to drive stun the suspect ... The suspect rolled off me ... As I was attempting to stand and draw my firearm, the suspect tackled me, putting me face down on the sofa. I was able to push the suspect off me and roll him onto the couch.

I brought my firearm up to the ready position and was about to give verbal commands when I observed the suspect rising up from the couch and approaching me. I proceeded to fire two rounds toward the suspect; both rounds impacted his body. As I started to fire a third round my weapon malfunctioned. I was able to get my firearm back into battery and I could hear the suspect groaning. I gave verbal commands for him not to move and was able to locate my radio lying on the couch and call dispatch to advise of my situation and summon medical assistance.

I was transported to an area hospital where I received over 100 sutures to my face and head before being released. The suspect died at the scene. I was criticized on social media for not taking the time to evaluate and assist the person suffering from mental crisis ... To this date I suffer from post-concussion syndrome, memory issues, headaches and continuous ringing in my ears. It was later determined the suspect suffered from schizophrenia and had not been taking his medications for some time.”

Brian Leatherwood
Investigator, Knoxville (TN)
Police Department

WHO RESPONDS TO THESE INCIDENTS—AND HOW?

Officers are not social workers, and interactions with mentally ill individuals have a much better chance for a positive outcome when specialized resources are on scene.

Across the United States, the models for how such specialized resources are deployed—and how quickly they are available—varies widely. A few agencies have the benefit of embedded licensed mental health practitioners. Others have specially trained officers ready to deploy at all times. Some provide basic training to all officers. And still others struggle with few available resources, forcing officers to wait on scene for long periods or to resolve the call on their own.

Even in agencies with specialized response teams, the first officers on scene are rarely part of those teams, and they must decide how to initially handle the call. Risk management expert Gordon Graham distinguishes between events that provide discretionary time—where officers may be able to use de-escalation techniques or even disengage completely while formulating a plan—and events that are non-discretionary time situations—when split-second decisions must be made.

Calls involving people in crisis can be either. Sometimes, however, officers unwittingly escalate an incident, perhaps not realizing the person is in crisis. Many signs of mental illness can masquerade as being under the influence, and individuals with mental illness often self-medicate with alcohol or drugs, compounding their symptoms—and making it even more difficult for officers to determine the root cause of their behavior.

Even if an officer is trained in crisis intervention, discretionary time can quickly disappear if the individual poses harm to himself or others.

IN AGENCIES THAT HAVE CRISIS INTERVENTION TEAMS, THE MAJORITY (58%) OF RESPONDENTS SAID CIT-TRAINED OFFICERS RESPOND INDIVIDUALLY. ONLY 18% SAID THE MEMBERS OPERATE AS A TEAM AND ARE AVAILABLE AT ALL TIMES WITH REGIONAL MENTAL HEALTH PROVIDERS AVAILABLE IN SUPPORT.

“[Responded to] a suicidal subject with a gun in a car parked in a busy park. CIT officer communicated via PA, then a CIT-trained crisis negotiator made contact by phone. Negotiations ensued, and the subject subsequently surrendered. The subject was counseled, transported to mental health facility and set up with information and follow-up services prior to the officers leaving. The family was counseled on follow-up services. Having all of our crisis negotiators CIT-trained is highly beneficial and approximately 50% of our officers assigned to patrol are CIT-trained.”

Erica Scott
Sergeant, Quincy (IL) Police Department

WHEN NEEDED, WHO IN YOUR AGENCY PROVIDES SPECIALIZED LAW ENFORCEMENT RESPONSE TO MENTALLY ILL SUBJECTS OR PEOPLE EXPERIENCING MENTAL HEALTH CRISIS?

NEARLY 40% OF OFFICERS & 50% OF CHIEFS AND SHERIFFS REPORT THEIR AGENCIES DO NOT HAVE SPECIALIZED RESOURCES TO RESPOND TO CALLS INVOLVING MENTALLY ILL PEOPLE

“[Responded to] repeat [calls] with a female who was mentally affected and a user of street drugs. Her behavior led to her causing disturbances on buses and at times lying in the roadway in front of oncoming traffic. I used a calm voice and humor to develop a connection with her. She understood I was not there to harm her or, in most instances, arrest her. I understood her situation and over time would respond to calls when the description of the subject matched hers. Over time my arrival on a call had an immediate calming effect on her and she would call me by name and do whatever I asked of her.”

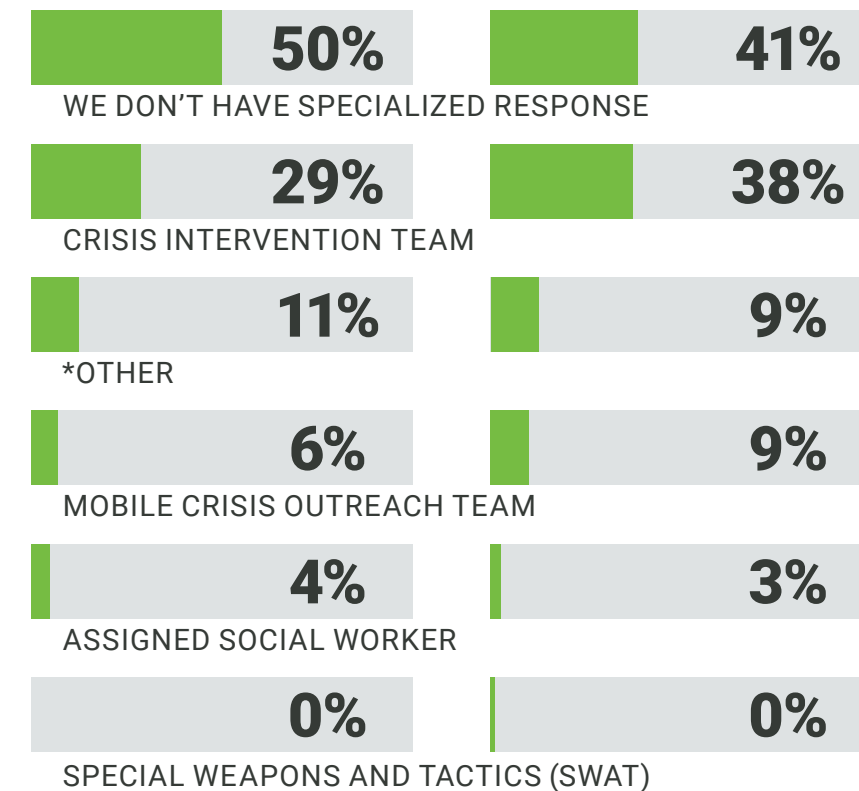
Clayton Powell
Officer, Seattle (WA) Police Department



CHIEFS/SHERIFFS



OFFICERS



*Most common "Other" responses were:

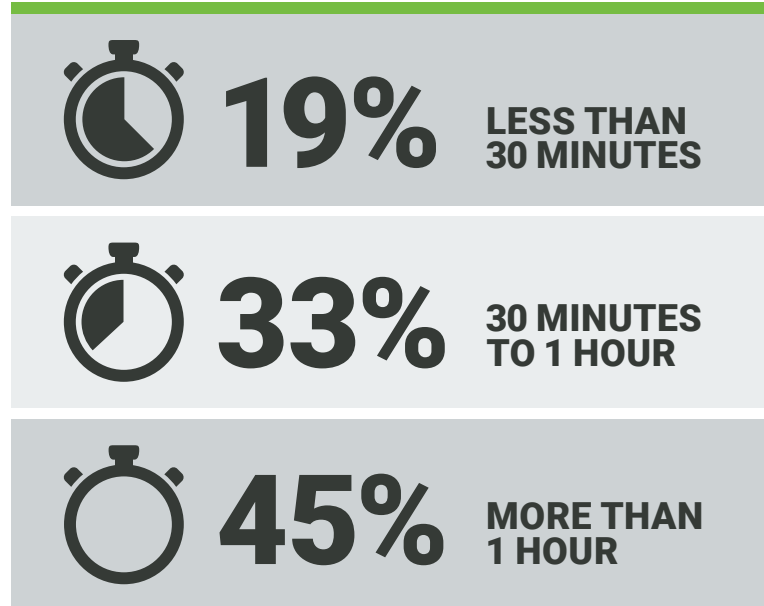
- All officers/deputies are CIT-trained
- Sworn members with specialized training (e.g., CIT)
- Mental health team or unit with sworn personnel and a clinician
- Psychiatric Emergency Response Team (PERT)
- Crisis negotiators
- County mental health professionals

78% OF OFFICERS SAY IT TAKES AT LEAST 30 MINUTES TO GET PROFESSIONAL MENTAL HEALTH PROVIDERS ON SCENE

Agency size impacts ability to get specialized resources on scene. More than 50% of respondents from agencies with fewer than 50 officers

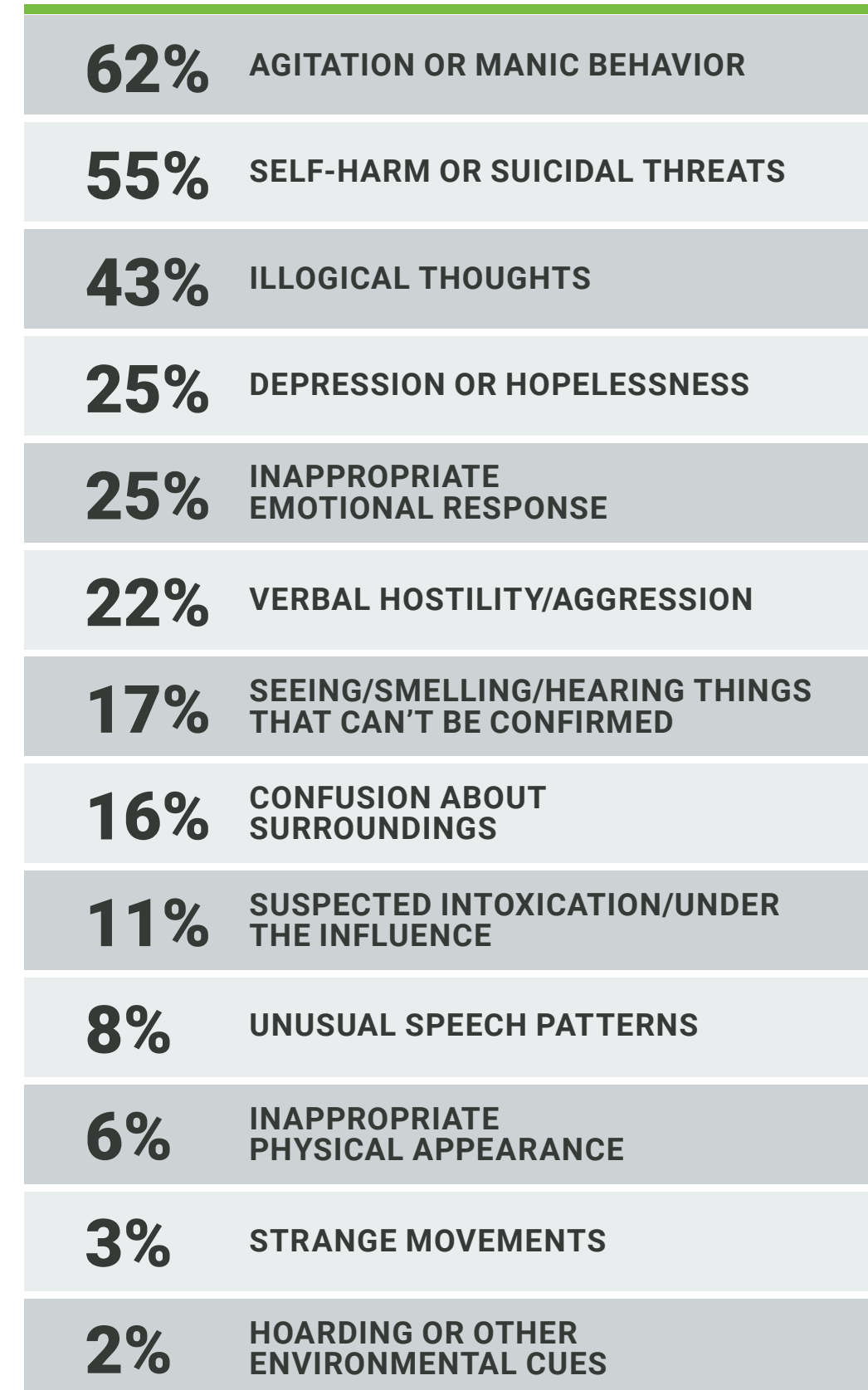
said it took more than an hour to get resources on scene. That figure fell to 39% for agencies with more than 500 officers.

PROFESSIONAL MENTAL HEALTH PROVIDERS CAN BE ON SCENE IN:



TO IDENTIFY THE POTENTIAL FOR MENTAL ILLNESS OR MENTAL HEALTH CRISIS IN A SUBJECT, OFFICERS ARE MOST LIKELY TO RELY ON AGITATION OR MANIC BEHAVIOR, SELF-HARM OR SUICIDAL THREATS, AND ILLOGICAL THOUGHTS

WHAT ARE THE TOP THREE SYMPTOMS YOU RELY ON MOST TO INDICATE POTENTIAL MENTAL ILLNESS OR MENTAL HEALTH CRISIS IN A SUBJECT?





“The man was experiencing delusions, he was manic, exhibiting signs of psychosis, and was malnourished. He got upset at the clinic and left on foot ... The man was very confused and resistant. I got him to return to the crisis center with me and again speak with his clinician. They engaged again but that quickly turned south. I could see the clinician was stuck and had lost her rapport with him. I made small conversation [with him] and eventually found some common ground. I asked them to get him food, which seemed to be a big help. After gaining his trust I was eventually able to convince him that he needed to be evaluated. This call lasted for over 1.5 hours, but the outcome was positive. We had been getting 3 to 5 calls a week about him or from him but now he’s been placed in a more conducive environment and we haven’t had a service call in several months.”

Gregory Shore
Patrol Officer, Norwood (MA) Police Department

64% OF OFFICERS SAID DE-ESCALATION TACTICS ARE ONE OF THE TOP THREE STRATEGIES THEY USE ON CALLS INVOLVING PEOPLE EXPERIENCING MENTAL HEALTH CRISIS

WHAT ARE THE TOP THREE ACTIONS YOU MOST OFTEN TAKE OR ARE MOST EFFECTIVE WHEN ENCOUNTERING A PERSON YOU SUSPECT IS MENTALLY ILL?



Supervisors were more likely to call for specialized resources (41%) vs. officers (32%). Officers rely more on counsel-and-release and counseling family and friends. There was almost no difference across

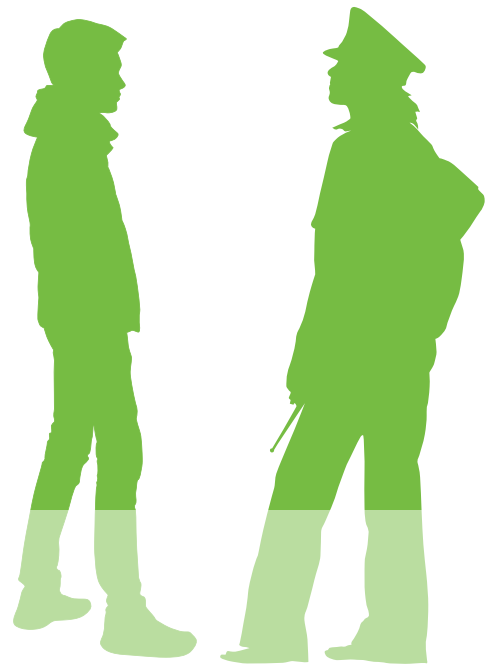
ranks, however, in use of de-escalation tactics and encouraging individuals to be transported to a mental health facility.

HOW DO OFFICERS FEEL ABOUT THESE INTERACTIONS?

Law enforcement officers are generally people of action. They respond to requests for service or to unfolding situations they observe, take steps to address the situation, document as necessary, clear the call and move on. Their role is one of problem-solver; indeed, many people call 911 because they are unable to solve a problem on their own, whether or not it's a true emergency.

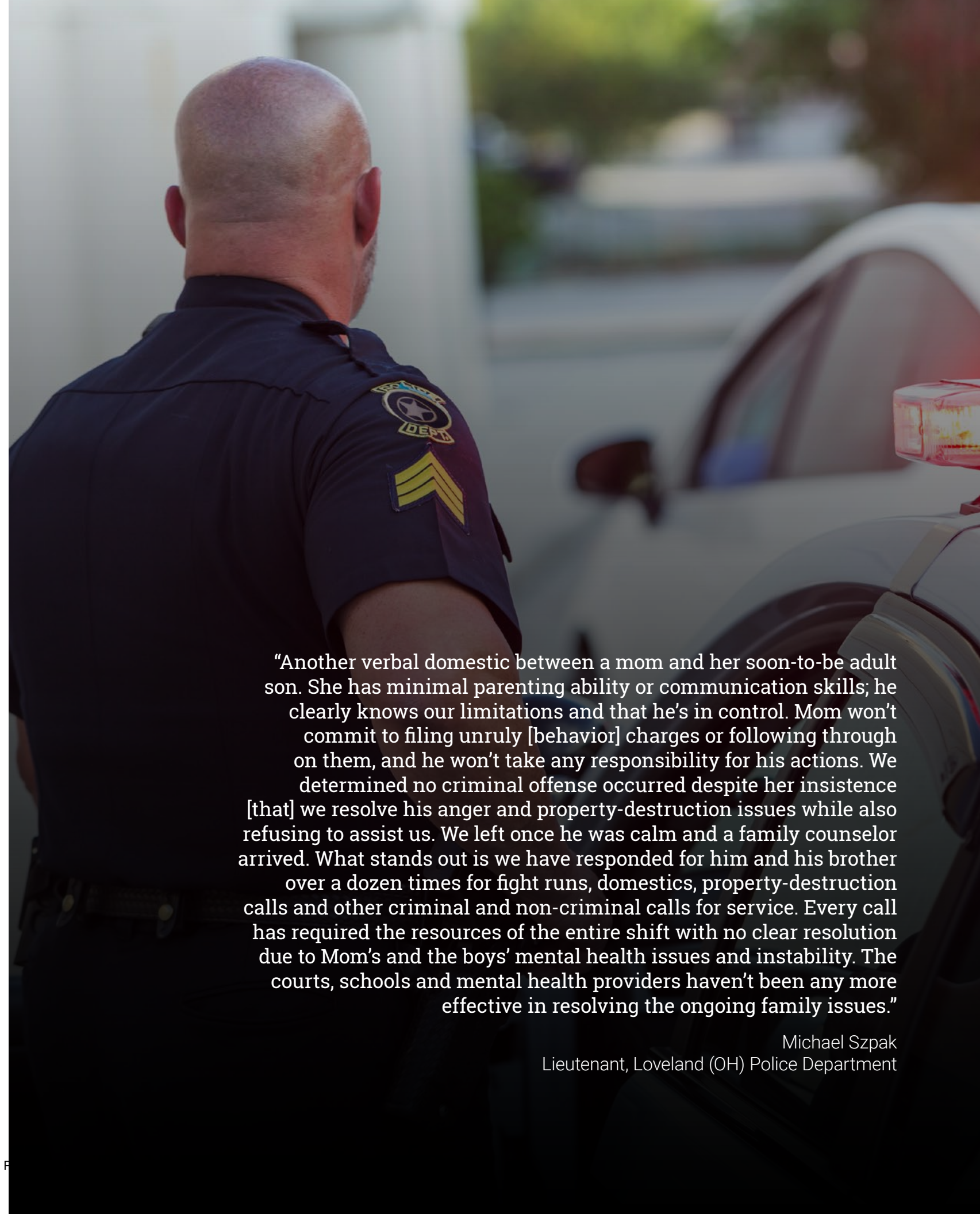
It's no surprise, then, that incidents involving individuals who are mentally ill or in mental crisis are frustrating to officers. Often, there's little that can be done within the realm of law enforcement. An officer may be called because someone is out of control

emotionally, but if there's no active threat or evidence of criminal activity, there's no reason to arrest. And meeting the involuntary commitment threshold is often difficult. So the officer does what he or she can, documents the incident, clears the call ... and waits to be called back. The process is time-consuming, even more so because calls involving mentally ill individuals sometimes involve lengthy transports to psychiatric facilities or waiting for hours in the hospital.



78% RATE THE OUTCOME OF THEIR INTERACTIONS WITH THE MENTALLY ILL AS FAVORABLE OR IDEAL

22% RATE THE OUTCOME AS LESS THAN FAVORABLE OR POOR



“Another verbal domestic between a mom and her soon-to-be adult son. She has minimal parenting ability or communication skills; he clearly knows our limitations and that he’s in control. Mom won’t commit to filing unruly [behavior] charges or following through on them, and he won’t take any responsibility for his actions. We determined no criminal offense occurred despite her insistence [that] we resolve his anger and property-destruction issues while also refusing to assist us. We left once he was calm and a family counselor arrived. What stands out is we have responded for him and his brother over a dozen times for fight runs, domestics, property-destruction calls and other criminal and non-criminal calls for service. Every call has required the resources of the entire shift with no clear resolution due to Mom’s and the boys’ mental health issues and instability. The courts, schools and mental health providers haven’t been any more effective in resolving the ongoing family issues.”

Michael Szpak
Lieutenant, Loveland (OH) Police Department

NEARLY 60% OF OFFICERS SAY THEY FEEL PREPARED TO MEET THE CHALLENGES OF RESPONDING TO MENTALLY ILL PERSONS OR PERSONS IN MENTAL HEALTH CRISIS. BUT 23% SAY THEY DO NOT FEEL PREPARED, AND 17% SAID THEY'RE UNSURE.



60% FEEL PREPARED

23% DO NOT FEEL PREPARED

17% UNSURE

Interestingly, chiefs and sheriffs ranked their preparedness the lowest, with just 50% of chiefs and sheriffs saying they feel prepared to meet the challenge of responding to the mentally ill and 31% percent saying they do not feel prepared.

Confidence in the ability to respond was linked to respondents' opinions of their agency's policies. More than 70% of those who rated their agency's policy on responding

to people with mental illness as adequate said they felt prepared to respond to incidents involving people in crisis, while just 36% of those who rated their agency's policy as inadequate said they felt prepared. Agency size was also a factor, with just 52% of officers at the smallest agencies saying they felt prepared, compared with 63% of officers at the largest agencies.

"We have multiple cases where people having a mental health crisis are taken on a 5150 hold and transported to the County Emergency Psych Department. In most cases they are released almost immediately, provided transportation back to our city and dropped off. The crisis continues, and we take them again on a 5150 hold. Sometimes twice in the same day. Huge waste of resources."

Scot Smithee
Chief, Gilroy (CA) Police Department

WHAT ARE THE THREE TOP CHALLENGES YOU FACE ON CALLS INVOLVING PEOPLE WHO ARE MENTALLY ILL OR IN A MENTAL HEALTH CRISIS?

80% REPEAT CONTACTS WITH SAME PERSON WHO DOES NOT OR CANNOT SEEK HELP

76% CALLS TAKE MORE TIME AND REQUIRE MORE RESOURCES

40% CITIZEN/MEDIA SCRUTINY AND/OR MISUNDERSTANDING ABOUT THE CHALLENGES OF THESE CALLS

19% DIFFICULTY DISTINGUISHING MENTAL ILLNESS FROM INTOXICATION/UNDER THE INFLUENCE

14% LACK OF KNOWLEDGE ABOUT LOCAL MENTAL HEALTH RESOURCES

13% CONFUSION ABOUT LEGAL DUTY TO RESPOND

11% NO INFORMATION OR INADEQUATE INFORMATION FROM DISPATCH

9% HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA) CONCERNS

7% LACK OF POLICY DIRECTION

80% OF RESPONDENTS CITED RESPONDING TO REPEAT OFFENDERS AS A TOP CONCERN

Supervisors and officers differed slightly in identifying the top challenges involving incidents with mentally ill people. While both groups selected the same top three challenges, officers weighted citizen and media scrutiny heavier than supervisors, who were more focused on the time

and resources the calls require. Supervisors were also more likely than officers to select "difficulty distinguishing mental illness from intoxication" and "confusion about legal duty to respond."



“Our biggest problem is once a person is deemed an involuntary committal to the state facility, the facility has no beds available and we (police) are forced to maintain 24-7 security for the person until a bed becomes available. [This causes] major problems for resources and manpower.”

Donald Poore
Chief, Paola (KS) Police Department

UP CLOSE

Yakima County, WA, is testing out a model becoming more popular throughout the country: embedding mental health professionals with officers. “The Yakima County Sheriff’s Office, Yakima City Police Department and the Union Gap Police Departments are involved in an area program with Central Washington Comprehensive Healthcare,” says Yakima County Sheriff’s Office Lieutenant Max James. “The Sheriff’s Office and the Police Department have embedded with them designated crisis responders, or DCRs, who work out of our buildings and respond to calls for service and ride along with law enforcement officers. They conduct follow up interviews and screenings of members of the community that might need their assistance.”

Although dispatchers can access a 24-hour call center to help people in crisis, having the DCRs embedded means the difference between an officer waiting on scene for hours with a mentally ill person versus having someone respond immediately. “This is an aid for our officers, a resource that can help them when they encounter people with mental health issues,” Lt. James says. “Embedded health professionals can only do what they can do, but it’s more than we can do.”

It’s a start, but the six DCRs are hardly enough to provide 24/7 support across Yakima County, which Lt. James says has a large homeless population in the city as well as issues with illegal drugs—issues he says are getting worse. “Every year we see more and more homeless, and a large percentage of them have mental health issues, either naturally or self-induced through drugs,” he says. “This has always been a part of police work; I remember learning about it in the academy. A certain percentage of the population has always suffered from mental illness. But I think the drugs and current events have made it more pervasive.”

And Lt. James sees a direct connection to officer safety. “Our guys are working a very large area, more often than not alone,” he says. “That’s always the way it’s been, but when you add in mental illness and drugs, there’s a lot more people who are going to snap a lot quicker, and we’re having to deal with that. I don’t know what the answer is. I’m apprehensive for the future. I want my guys safe, everyone going home. Part of that comes from our policies and training, but another part is our social values, how we address this issue as a society.”

HOW ARE WE PREPARING OFFICERS TO DEAL WITH THE MENTALLY ILL?

For officers to successfully navigate encounters with mentally ill individuals or those in mental health crisis, the agency must provide both comprehensive policies and frequent training. Policies and training work together—policies form the guiding principles for officers; training helps officers apply those principles to real-world situations.

Policies prescribe the *what* and *why* of how an agency operates; *how* to carry out these rules and guidelines is best captured in the agency's procedures and training materials.⁵

We can see the intersection of policy and training when we explore an issue such as the use of force on mentally ill persons. If you ask a civilian whether police officers should use force on unarmed, noncriminal mentally ill subjects, most will say no—and that the agency's policies should reflect that. But such an answer doesn't address the realities of policing, where a person in crisis may be

endangering themselves or others without committing a crime, and force may be the only way to control them. (Force, of course, involves a range of options, from grabbing a subject's arm to using firearms.)

For this reason, agencies may choose not to prohibit officers from using force on unarmed, mentally ill subjects. To limit the chance such force will be used, however, agencies train officers to use discretionary time, take into account a person's mental state when possible, and incorporate de-escalation techniques.

Think of policies as the backbone of the agency, and training as the nervous system. Both are essential for helping officers successfully navigate calls involving people in crisis.

"I responded to a suicidal veteran suffering from PTSD and depression. He was threatening himself with a knife but asking for us to shoot him. I was able to talk him out of the knife, and ultimately into voluntarily going for a mental health evaluation on a police officer hold. What stands out was that the training provided helped me work through it, keep it slow, and ultimately not only was no force used, but I was able to build and maintain his trust by gaining a voluntary response to help. It was a huge win for me."

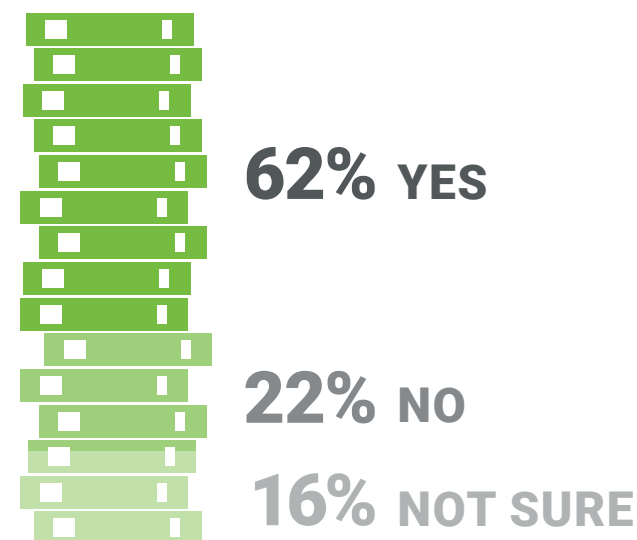
Richard A. Lewis
Patrol Sergeant, Springfield (OR) Police Department

79% OF AGENCIES HAVE A POLICY ON INTERACTIONS WITH MENTALLY ILL PERSONS OR PERSONS EXPERIENCING MENTAL HEALTH CRISIS

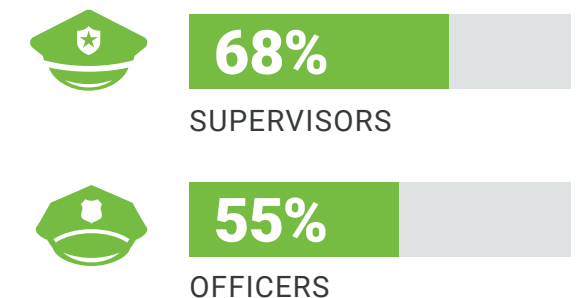
Respondents from larger agencies were more likely to report having a policy on interactions with the mentally ill. Just 61% of respondents in agencies with fewer than 10 officers and 73% of respondents

in agencies with 10-25 officers said their agency has such a policy. That number rises to more than 81% for all other agency size brackets.

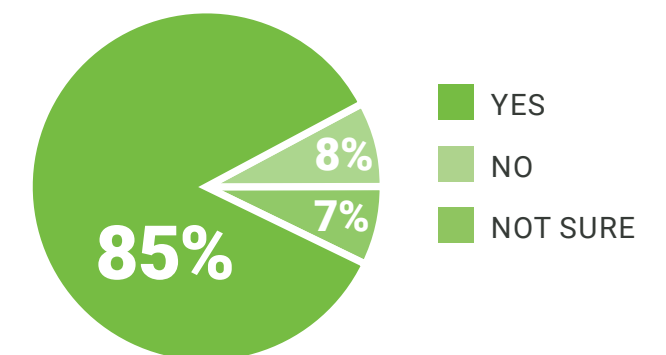
DO YOU FEEL YOUR AGENCY'S POLICIES ADEQUATELY ADDRESS MENTAL HEALTH RESPONSE?



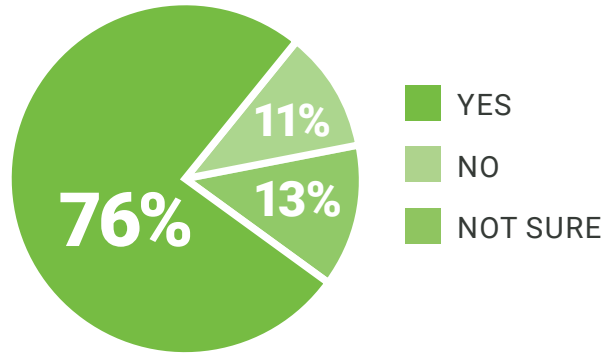
THE POSITIVE RESPONSES DIFFERED SLIGHTLY BASED ON RANK.



DOES YOUR POLICY/TRAINING ENCOURAGE TAKING A PERSON'S MENTAL STATE INTO CONSIDERATION PRIOR TO USING FORCE WHEN YOU HAVE DISCRETIONARY TIME?



DOES YOUR POLICY ALLOW FOR THE USE OF FORCE ON UNARMED, NONCRIMINAL MENTALLY ILL SUBJECTS?



Officers from agencies with fewer than 10 officers were much more likely to report being unsure whether their policy allowed for use of force (22%) than officers in all other agency size brackets.

85% OF AGENCIES HAVE PROVIDED TRAINING ON INTERACTIONS WITH MENTALLY ILL PEOPLE OR PEOPLE EXPERIENCING A MENTAL HEALTH CRISIS

65% OF OFFICERS HAVE RECEIVED SUCH TRAINING WITHIN THE LAST YEAR

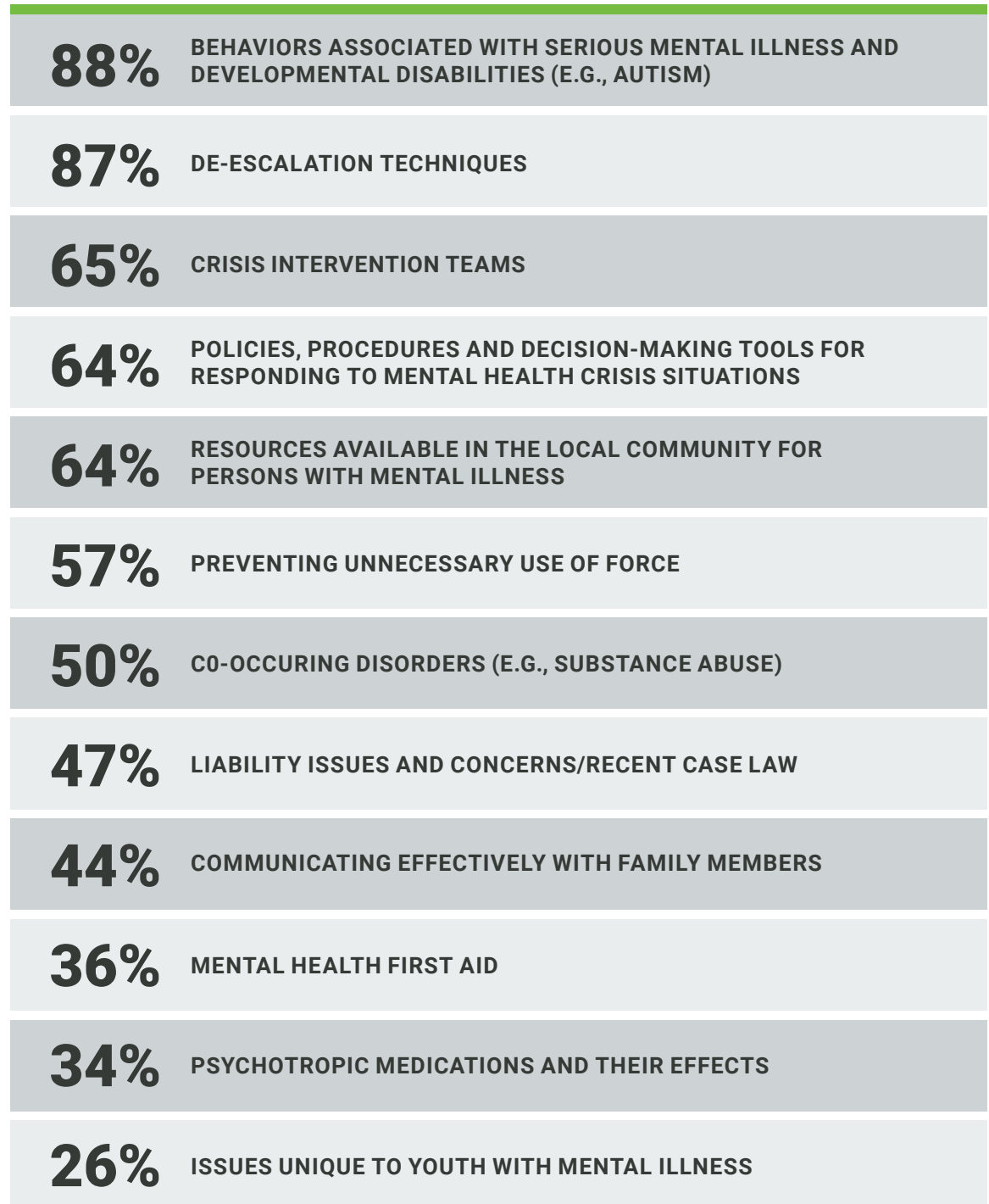


Training on dealing with mentally ill subjects varied depending on agency size. Just 66% of respondents from agencies with fewer than 10

officers had received such training, compared with around 90% of respondents from officers in agencies with more than 100 officers.

IDENTIFYING BEHAVIORS ASSOCIATED WITH SERIOUS MENTAL ILLNESS AND THE USE OF DE-ESCALATION TECHNIQUES WERE THE TOP TOPICS FOR AGENCY MENTAL HEALTH CRISIS TRAINING

TOPICS COVERED BY AGENCY MENTAL HEALTH CRISIS TRAINING:



UP CLOSE

"[Responded to a] very large-framed teenage male (high-school football player and wrestler) who was expressing suicidal thoughts while holding a large kitchen knife inside a relatively small apartment with [his] mother and younger sister. Subject initially refused to cooperate with any verbal direction to drop the knife, which he kept rubbing up and down his neck. Eventually, with the assistance of the School Resource Officer familiar with the subject, he was convinced to walk outside to an awaiting ambulance for transport to a hospital for evaluation per the request of his mother.

While walking out to the ambulance, an officer placed a hand on the subject's arm. The subject reacted to this action by turning rapidly and pulling his arms violently away from the officer. Due to the size and agitation level of the subject, a second officer deployed his TASER [device] in probe mode, striking the subject in the back. The subject was then handcuffed and placed on the ambulance gurney without further incident.

Ultimately two internal complaints were investigated related to the initial officer placing his hand on the subject and the second officer using his TASER [device]. In review of this incident with regard to the reasonableness of the use of force, it became very apparent two of the three prongs [of the] *Graham vs. Connor* [test to determine the objective reasonableness of police use of force] are not available when dealing with a mental health issue."

—Anonymous

*Editor's note: A 2017 6th Circuit decision came to a similar conclusion. Although the case involved use of force on someone experiencing a diabetic emergency rather than a mental health crisis, the parallels are striking. In Hill v. Miracle, the Court concluded, "Applying the Graham factors to the situation that [the officer] faced is equivalent to a baseball player entering the batter's box with two strikes already against him. In other words, because Hill had not committed a crime and was not resisting arrest, two of the three Graham factors automatically weighed against [the officer]."*⁶

65%
OF AGENCIES MANDATE CRISIS
INTERVENTION TRAINING

35%
LEAVE IT VOLUNTARY

"Subject was making death threats via social media. My partner and I went to interview and learned the subject suffers from bipolar, ADD and depression. During the interview, the subject exhibited a wide range of emotional responses to our questions and began acting agitated. Noticing his increased agitation, we informed him we were both CIT-trained in dealing with mental health issues. The subject immediately relaxed and thanked us for our wanting to learn about persons with mental illness. From that point forward, our interview turned for the better. We contacted the local crisis team, who responded immediately, and got the subject someone to talk with. The crisis team thanked us as well because the subject was out of his meds and likely falling into another manic episode."

Chuck Rowland
Senior Inspector, United States Marshals Service

RECOMMENDATIONS TO GUIDE OFFICERS AND AGENCIES

This survey was designed to be descriptive—to shed light on the problem of law enforcement interaction with mentally ill subjects and people in crisis so we better understand how often these interactions occur, what the interactions look like and how officers feel about them. Developing a robust set of tactics for addressing the problem is beyond the scope of this project. But in the course of gathering and analyzing the data (including open-ended responses) and conducting follow-up interviews with select respondents, some patterns emerge. These patterns point toward five steps law enforcement agencies and community stakeholders should explore as we develop long-term solutions.

STEP 1 LOOK AT MENTAL HEALTH AS A RISK MANAGEMENT PROBLEM

In many communities, the problem of mental illness is so pervasive that it's

tempting to accept calls involving people in crisis as “just part of the job.” While we may not be able to make such interactions go away, leaders should not be complacent about the risks these interactions pose. Taking a risk management approach to the problem is helpful, because it changes the focus from resolving the issue to minimizing the harm that comes from it.

The Tucson Police Department has taken this approach through Crisis Intervention Team (CIT) training and developing a crisis response center where police can take mentally ill people who don't belong in jail. The center strives to process offenders in 10 minutes so officers can quickly get back on patrol.

In a recent *Virginian-Pilot* article highlighting innovative strategies to reduce the number of mentally ill people in jail, Tucson Sgt. Jason Winsky said, “If you ask our chief of police, he will tell you there

“The old method of bringing them in for a psych eval so they can be kicked back out does not work. An LICSW [licensed independent clinical social worker] working with the police department has been our best approach so far. The vast majority of contacts involve harmless low-level chronic offenders. The method of dealing with them is very similar: Build trust, get the release signed, collaborate with community partners on a plan. Then track and monitor that person for accountability on all involved.”

Kelly Greenwalt
Sergeant, Community Policing/Mental Health Unit
Duluth (MN) Police Department

60% OF OFFICERS SAY THE ABILITY TO GET SPECIALIZED RESOURCES ON THE SCENE MORE QUICKLY WOULD HELP THEM FEEL BETTER EQUIPPED TO DEAL WITH CALLS INVOLVING PEOPLE IN CRISIS. 16% SAY MORE OR BETTER TRAINING IS KEY.

are all the reasons in the world to do this stuff. Because it's the right thing to do. But on the other side of it, he views it as a risk management program. Because if you are training and you have the right policies and procedures in place, you can stand on that. Nobody is saying that doing these things is going to guarantee you an outcome. You are still going to have critical incidents. You are still going to have use of force. The idea is to minimize them.”⁷

STEP 2 REDUCE THE TIME OFFICERS NEED TO DEVOTE TO CALLS

Tucson's efforts to achieve 10-minute processing point to another important area of focus—reducing the time officers must spend on calls involving the mentally ill. Law enforcement is a first response function. In their open-ended responses and in follow-up interviews, survey respondents did not exhibit a reluctance to respond to incidents involving mentally ill people; they exhibited frustration because officers alone can't appropriately resolve these calls, so they often wait long periods for specialized resources. It's a little like an officer showing up to a house fire and being expected to deal with the situation for 60 minutes or more until the fire department finally arrives.

Getting specialized resources on scene—embedded social workers, mental health

officers or on-call personnel from county crisis response programs—is one way to alleviate this problem. But it's also possible to do without specialized resources.

Sergeant Robert Nelms of the Guadalupe County (TX) Sheriff's Office says before his agency took steps to develop a streamlined procedure for mental health calls, officers sometimes avoided processing subjects through the mental health system because it was time-consuming and complicated. “If the procedure is not a simple, clean procedure, if it's burdensome and ties them up for a day, they will avoid it,” Sgt. Nelms says. “No one wants to say it, but it's realistic. If it's going to turn into driving to five different hospitals, and the person just gets released again without getting help, officers are going to avoid it. So you see officers try to find a way to say things are OK, this person doesn't need help.”

Guadalupe County reduced the amount of time officers spend on scene by training them in the Texas Mental Health Peace Officers Course and the Texas Mental Health Code. The agency then developed a streamlined process that emphasizes officer empowerment. Officers don't have to wait for a specialist to arrive on scene; they make the call on the appropriate intervention and, if necessary, transport the person to a mental health facility—none of which requires reams of paperwork.

“The state of Texas gave us a great tool,” Sgt. Helms says. “It’s legislated that an officer can never be forced to fill out more than one piece of paper to get a psych commitment started.”

When officers operate with embedded social workers or have a place where they can take people in crisis and not be turned away, they are more likely to pursue the needed resources and not resort to arresting someone for a minor offense when jail is likely only to exacerbate the problem.

STEP 3 DON'T GO IT ALONE

Most agencies work with a tight budget for mental health response. Collaboration across agencies and county programs is essential, not only to extend resources but to make intervention more effective. The Duluth (MN) Police Department Mental Health Unit (MHU) includes two licensed independent clinical social workers (LICSW) who work out of the same location as the sworn officers assigned to the mental health unit; they respond to requests for service alongside officers or

on their own—a model the agency calls “the Duluth Response.”

“One of the unique things about our program is the collaborative approach,” says LICSW Patty Whelan. “Around 2015, the MHU expanded their participation with a community intervention group. We participate with about 25 agencies in Duluth who provide services to people with mental illness—private providers, detox, counseling, etc.” The local shelter developed a release form that when signed, allows all agencies to coordinate the individual’s care using a consistent approach. “Any one of the agencies can obtain the release, so it expedites everything,” Whelan says. “Someone can show up in the ER in crisis and previously they would just be discharged; now the ER personnel can reach out to any of the community partners. It’s gone from a tool the department and local shelter used to one all 25 agencies are using.”

The collaboration extends beyond emergency response to longer term planning. “Each month all the partner agencies come together and look at the chronic calls for service,” Whelan says. “As

“85% of our patrol force is trained in Crisis Intervention. We call it Emotionally Disturbed Persons Response. The training is voluntary and is 40 hours long. Our dispatch center knows who is trained and makes every effort to send trained officers on these types of calls. Our officers have intimate knowledge of local resources available to make referrals. Every effort is made to avoid incarceration and hospital admittances. We meet monthly with local providers, hospital staff, and [mental health] professionals to discuss barriers, achievements and chronic cases. We have a local wellness center comprised of peers to which we make referrals and a Mobile Crisis Response team comprised of local providers to respond to scenes during evening hours.”

David Guerrero
Lieutenant, Cortland (NY) Police Department

68% OF RESPONDENTS WHO INDICATED THEIR AGENCY HAS A CRISIS INTERVENTION TEAM REPORTED FEELING PREPARED TO MEET THE CHALLENGES OF RESPONDING TO THE MENTALLY ILL, COMPARED WITH 54% AT AGENCIES THAT DON'T HAVE CRISIS INTERVENTION TEAMS.

a team, we talk about community response. The case manager might try to set them up with psychiatric appointments, the outreach staff might explore options for housing. There’s an aligned agreement on working with the person.” Such collaborative approaches build trust, cut down on repeat calls and reduce the chances someone will fall through cracks in the mental health system.

STEP 4 INCREASE CRISIS INTERVENTION TRAINING

Risk management expert Gordon Graham stresses that every law enforcement officer has a set of “core critical tasks” they must train on constantly.⁸ These tasks represent situations where if the wrong actions are taken, tragedy can result. Calls involving mentally ill individuals or those in crisis certainly fall into the realm of core critical tasks. And that means training is imperative. Yet nearly 30% of respondents said their last training on interaction with mentally ill people was 2 years ago or longer, with another 6% saying they can’t recall. Together that’s more than one-third of respondents who haven’t received recent training.

Much of the crisis intervention training in law enforcement today dates back

the “Memphis Model” of crisis response started by the Memphis (TN) Police Department more than 30 years ago.⁹ It involves training officers in empathy, listening skills and related de-escalation techniques, with a focus on connecting the individual to psychiatric resources rather than arresting them. Such training is typically about a week long (32-40 hours).

Another approach is called Mental Health First Aid, an 8-hour course that teaches officers how to identify, understand and respond to signs of addiction and mental illness and apply a 5-step action plan to help.¹⁰ The International Association of Chiefs of Police launched the “One Mind Campaign” in 2016 with a goal of training 100% of sworn officers and selected non-sworn staff, including dispatchers, in Mental Health First Aid. The program also challenges agencies to train at least 20% of their sworn officers in the CIT model.¹¹

Providing CIT or Mental Health First Aid to all officers is an admirable goal. But the focus should go beyond one-time training. Training is most effective in small, frequent doses and based on real-world examples. In the survey, the longer respondents had gone without training, the less confidence they reported in being prepared to respond: 73% of those who reported receiving training in

63% OF OFFICERS WHO REPORTED

THEIR AGENCY HAS A POLICY ON INTERACTIONS WITH MENTALLY ILL PERSONS SAID THEY FELT PREPARED TO MEET THE CHALLENGES OF SUCH INTERACTIONS. THAT NUMBER DROPPED TO 42% FOR OFFICERS WHO SAID THEIR AGENCIES DIDN'T HAVE A POLICY.

the last six months were confident in their ability to respond to incidents involving mentally ill persons. That number fell to 59% for those who had gone more than 2 years since receiving training.

Fortunately, brief, frequent training is also cheaper and easier to deliver than all-day or full-week programs. Supervisors can use roll call or briefing to review parts of a policy or pose a scenario to officers, using it as a basis for discussion that helps officers recall and retain the more comprehensive CIT training. This approach can also provide valuable direction for officers in agencies where funding for formal CIT training is not available.


STEP 5 MAKE SURE POLICY IS UPDATED AND PERSONNEL KNOW THE POLICY

Only 14% of respondents said they don't have a policy that addresses responding to people in crisis, but 22% said their policies don't adequately prepare them. In addition, 7% said they didn't know whether their agency had policies addressing these interactions and an equal percentage was unsure about the content of the policy.

These responses underscore what Lexipol, the nationwide leader in public safety policy solutions, sees over and over again

working with thousands of agencies across the country: Agencies often lack critical policies. And even when an agency does have an applicable policy, it is frequently old, inconsistent with common practice or rarely referenced.

In the area of mental health response as well as in all operational areas, law enforcement agencies can benefit from a robust policy management system that keeps policies up to date, tracks and documents officer acknowledgment of policies, and provides training to enhance officer understanding of policies.



"We recently had a 'repeat' subject who abuses narcotics and was 'hearing and seeing' people who he believed were trying to injure or kill him. He is known to always be carrying some type of bladed weapon, and he was actively trying to defend himself against those he was hearing and seeing yet were not there. Due to the training that our officers have had, we were able to de-escalate the encounter and take him into custody and transport him to the county hospital's mental ward where he could receive help, rather than use force on him, arrest him, and place him in jail, where he would not get the same type of treatment for his problem. Our chief was very proactive in getting all our sworn personnel to be certified mental health officers, several years prior to the state requiring officers to go through the training. He had the foresight to do something to help before it was mandated."

Robert Cantu
Warrant Officer/Mental Health Liaison,
River Oaks (TX) Police Department

CONCLUSION

A couple concerned about their schizophrenic son's recent deterioration. A convenience store owner confronting an elderly homeless woman talking to people who aren't visible. A colleague held hostage by an employee wielding a gun and threatening suicide. A security guard reporting trespassing by two young people who get extremely aggressive when he asks them to leave.

Each of these people turns to 9-1-1 for assistance. And in the time it takes to make a call, mental illness and emotional crisis become a law enforcement issue—even when many times, there is no criminal behavior involved. Sometimes, officers draw on training and instincts to defuse these potentially volatile situations and get the individuals the help they need. But despite the best intentions and efforts of

law enforcement officers and agencies, many of these encounters continue to be frustrating, demoralizing and dangerous—to the officers and those experiencing mental health crises.

This survey provides just a glimpse into the nature of law enforcement interaction with the mentally ill. There is much more work to be done to fully understand the problem and to develop, test and refine best practices for mental health response. But the complexity and scope of a challenge should never stop us from trying to minimize the risk it brings. We hope this study provides a foundation for how the public safety community can better understand the issue of responding to persons exhibiting mental illness—and in turn, create resources to help officers across the country.

“We have several bridges that sit high above a river and often get people threatening to jump off the bridge. Most times we are able to get the person to come back over the railing. The one that stands out was the one I couldn't save. We talked for what seemed like a long time. He had just been released from a nearby hospital after a psych evaluation. After talking with him, he simply pushed back and fell to his death. That one haunts me still and it was probably 15 years ago.”

Cheryl Fridley
Lieutenant, Rochester (NY) Police Department

ABOUT LEXIPOL

Lexipol is the nation's leading content, policy and training platform for public safety and local government, with a suite of services dedicated to reducing risk and improving personnel safety. These mission-critical services are offered through the PoliceOne, FireRescue1, EMS1, CorrectionsOne and EfficientGov digital communities. Delivered via an online platform and mobile policy app, Lexipol's content is continuously updated to address legislative changes and evolving best practices, allowing leaders and first responders to focus on serving their communities. With principal offices in Dallas, Texas, and Irvine, California, Lexipol services more than 2 million public safety professionals in 6,300 agencies and municipalities across the United States.

For additional information, visit www.lexipol.com.



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City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7B</u>	Meeting Date:	<u>December 17, 2019</u>
Subject:	<u>Adoption of an Ordinance Authorizing a</u> <u>Change in Police Department Staffing</u> <u>from 18 Officers and 3 Sergeants to 17</u> <u>Officers and 4 Sergeants</u>	Prepared by:	<u>Matt Brown</u> <u>Chief of Police</u>
		Atty Routing No.:	<u>083-19</u>
		Atty Review Date:	<u>December 12, 2019</u>

Summary: As part of the ongoing review of the organizational structure of the department, a need for increased supervision has been identified. The department currently has one vacancy for Patrol Officer. This request is to move that vacancy from Patrol to the position of Sergeant, creating an additional Sergeant position and reducing the FTE count for Patrol from 18 to 17. This will provide 4 Sergeants for the department, providing additional supervisory capacity across the 24/7/365 schedule.

Relationship to Comprehensive Plan: None.

Recommendation: With the support of Mayor Putaansuu and the Finance Director, I recommend the City Council approve the change in FTE count to move one FTE from the job classification of Police Patrol to the job classification of Police Sergeant.

Motion for consideration: "I move to adopt an Ordinance approving the reallocation of one FTE from Patrol Officer to Police Sergeant as requested."

Fiscal Impact: The change in FTE results in an increase of annual base pay wages of approximately \$17,500 for 2020. The department budget can absorb the additional cost of pay and benefits associated with this change.

Alternatives: Not approve this request and provide alternative guidance.

Attachments: Ordinance.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, TO APPROVE A REDUCTION IN FTE COUNT FOR PATROL OFFICERS FROM 18.0 TO 17.0 AND AN INCREASE IN FTE COUNT FOR POLICE SERGEANTS FROM 3.0 TO 4.0; PROVIDING FOR SEVERABILITY AND PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the police department continues to review organizational structure, capacity and best practices; and

WHEREAS, the Chief of Police recently determined that supervision of operations is an area in which the City can benefit from organizational changes; and

WHEREAS, the 2019-2020 adopted budget provides for 18 Patrol Officers and 3 Police Sergeants; and

WHEREAS, the department currently has a vacancy for the position of Patrol Officer; and

WHEREAS, the City Council has determined, based on the recommendation of the Chief of Police, that the City will benefit from changing the vacant Patrol Officer position to a Police Sergeant position; Now, therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby authorizes a reduction in the FTE count for Patrol Officers from 18 to 17.

SECTION 2. The City Council hereby authorizes an increase in FTE count for Police Sergeant from 3 to 4.

SECTION 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or unlawful 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 4. Publication. This Ordinance shall be published by an approved summary consisting of the title.

SECTION 5. Effective Date. This Ordinance shall take effect and be in full force and effect five days after publication, as provided by law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the Clerk in authentication of such passage this 17th day of December 2019.

Robert Putaansuu, Mayor

ATTEST:

SPONSOR:

Brandy Rinearson, MMC, City Clerk

John Clauson, Councilmember

APPROVED AS TO FORM:

Sharon Cates, City Attorney

PUBLISHED:

EFFECTIVE DATE:



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7C</u>	Meeting Date:	<u>December 17, 2019</u>
Subject:	<u>Adoption of an Ordinance Amending</u>	Prepared by:	<u>Brandy Rinearson, MMC</u>
	<u>Sections of POMC 10.12.580 and</u>		<u>City Clerk</u>
	<u>10.12.600 Regarding Parking on Public</u>	Atty Routing No.:	<u>082-19</u>
	<u>Streets</u>	Atty Review Date:	<u>December 13, 2019</u>

Summary: The City was approached to find ways to provide more parking downtown.

City staff has conferred with the Port Orchard Bay Street association and has determined that opening the designated Merchant parking in Lot 1 (between Orchard and Frederick Street, on the north side of Bay Street) to the general public would be beneficial. The parking lot is being underutilized by the merchants, and may be better served by the public at large. With this change, any member of the public will be able to park in this lot for up to 4 hours.

In addition, Cody Morgan, owner of the Peninsula Beverage Company, has confirmed that changing the public parking adjacent to his business from two-hours to four-hours will not affect his business.

A redline version of the changes has been provided.

Recommendation: Staff recommends adoption of an Ordinance revising certain parking provisions in POMC 10.12.580 and 10.12.600, as presented.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt an Ordinance revising certain parking provisions in POMC 10.12.580 and 10.12.600, as presented.

Fiscal Impact: N/A

Alternatives: N/A

Attachments: Redline and Final Ordinance.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO PARKING ON PUBLIC STREETS; AMENDING SECTIONS 10.12.580 ~~AND~~, 10.12.600 OF THE PORT ORCHARD MUNICIPAL CODE; DIRECTING THE POSTING OF SIGNS; PROVIDING SERVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, ~~WAC Section~~ 308.330.270 of the Washington Administrative Code (WAC) authorizes the City to adopt regulations to prohibit, regulate or limit stopping, standing or parking of vehicles in the City; and

WHEREAS, Port Orchard Municipal Code Section 10.12.080(1) authorizes the City Council to from time to time, establish parking prohibitions and restrictions on portions of certain specified streets; and

WHEREAS, the City Council deems it in the best interest of the City of Port Orchard to periodically review and update such regulations; and

WHEREAS, the City Council chose to codify the parking regulations in order to aid the public in its ability to access and review said regulations; and

WHEREAS, the City Council has determined that more parking for the general public is needed in the downtown area; and

WHEREAS, staff has inspected and verified the parking conditions, including signage, at the location described has confirmed that the proposed modifications to ~~and seeks to modify~~ the regulations will so that the regulations correctly reflect the true conditions; ~~Now, T~~therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. Section 10.12.580 of the Port Orchard Municipal Code is hereby amended to read as follows:

10.12.580 Parking time limited on certain city parking lots.

(1) The city parking lots are identified as follows:

(a) Lot 1, which lies between Orchard and Frederick Streets, on the north of Bay Street. Parking in Lot 1 is a combination of ~~monthly and merchant pass~~city parking and Port Orchard Marina parking. Port Orchard Marina parking is the three northernmost rows and shall be managed by the Port of Bremerton. ~~Designated monthly and merchant pass parking, the most~~

~~southern row shall require the purchase of a parking pass as established in POMC 10.12.620. City parking is limited to four hours maximum.~~

(b) Lot 2, which lies between Frederick Street and Sidney Avenue, north of Bay Street. Parking in Lot 2 shall be allowed for a maximum period of four hours, including two car charging stalls limited to four hours maximum.

(c) Lot 3, which is the five rows of parking area under city jurisdiction west of Harrison Avenue and east of and parallel to the library's easternmost exterior wall. Parking in the three westerly rows of Lot 3 shall be allowed for a maximum period of ~~two~~ four hours at no monetary charge. Parking in the easterly two rows is paid parking and shall require a paid daily parking pass as established in POMC 10.12.620.

(d) Lot 4, which is all parking area under city jurisdiction which lies east of Parking Lot 3 and Harrison Avenue and west of the Marina Park. Parking in Lot 4 is a combination of free two-hour parking for the park at the most northerly and easterly corner and paid parking and shall require a paid daily parking pass as established in POMC 10.12.620.

(e) Lot 5, which is all parking spaces on City Hall property (first floor entry). Parking in Lot 5 shall be for City Hall patrons and official vehicles only. The police chief or his/her designate may authorize deviations to this policy for Lot 5, if necessary. No monetary charge.

(f) Lot 6, which is all parking spaces abutting the landscaped area at the southwest corner of the intersection of Bay Street and DeKalb Street (Bayside Plaza). Parking in Lot 6 shall be allowed for a maximum period of two hours. No monetary charge.

(g) Lot 7, which is all parking spaces located on the library property. Parking in Lot 7 shall be limited to library staff only. Access to Lot 7 and parallel parking stalls via the adjacent parcel to the south pursuant to easement AF# (8903310122). No monetary charge.

(h) Lot 8, which lies east of City Hall, north of and adjacent to Prospect Alley (between Kitsap Street and Prospect Street). Lot 8 is for designated city vehicles and city employees via pass Monday through Friday. No monetary charge.

(i) Paul Powers Park, which lies north and east of the public works department "south shed" located at 2051 Sidney Avenue. Paul Powers Park parking is limited to dawn-to-dusk parking only.

(j) Van Zee Park, which lies south of Tremont Street and west of Sidney Avenue, located at 300 Tremont Street. Van Zee Park parking is limited to dawn-to-dusk parking only.

(k) Rockwell Pocket Park will be limited to two-hour parking from dawn to dusk.

(2) Parking restrictions in Lots 1, 2, 3, 4, 5, 6, 7 and 8 shall be enforced on a 24-hour basis, except Saturday, Sunday, and federal holidays within the city.

(3) Parking restrictions in Lot 4 shall also be enforced on a 24-hour basis on each Saturday in the period of April 1st to October 31st.

SECTION 2. Section 10.12.600 of the Port Orchard Municipal Code is hereby amended to read as follows:

10.12.600 Parking passes.

Parking passes are established for city parking lots defined in POMC 10.12.580 and are subject to sales and use tax defined in RCW 82.14.020(3) and shall be collected upon the amount of parking pass rates established as follows:

(1) **Hourly Public Parking Pass.** An hourly public parking pass is available to the general public and will require the payment as designated in subsection (1)(a) of this section in United States currency through electronic payment in an electronic parking pay station or similar instrument provided near the parking space for each one-hour interval.

(a) Hourly public parking pass rates are as follows:

Effective January 1, 2011: \$1.00 + tax

(2) **Daily Public Parking Pass.** A daily public parking pass is available to the general public and will require the payment as designated in subsection (2)(a) of this section in United States currency through electronic payment in an electronic parking pay station or similar instrument provided near the parking space for each 12-hour interval or part thereof.

(a) Daily public parking pass rates are as follows:

Effective January 1, 2011: \$5.00 + tax

(3) **Monthly Public Parking Pass.** A monthly public parking pass is available to the general public and will require the payment as designated in subsection (3)(a) of this section in United States currency through electronic payment in an electronic parking pay station or similar instrument provided near the parking space. The monthly pass will be good for 31 consecutive calendar days from the date of purchase. Monthly parking passes are nonrefundable; guarantee designated parking spaces from the hours of 4:00 a.m. to 10:00 a.m. except Saturday, Sunday, and federal holidays; and will not be prorated.

(a) Monthly public parking pass rates are as follows:

Effective January 1, 2011: \$90.00 + tax

(4) Downtown Merchant Parking Pass. A downtown merchant parking pass is available to documented business owners, and their documented employees, whose business and place of employment is located in the downtown Port Orchard area between and including the 500 and 1300 blocks of Bay Street and the north and west side of Prospect Street. Downtown merchant parking passes will require the payment as designated in subsection (4)(a) of this section in United States currency and may be purchased from the city ~~treasurer's office~~ finance department. Downtown merchant parking passes are nonrefundable; ~~guarantee designated parking spaces between the hours of 4:00 a.m. and 10:00 a.m. except Saturday, Sunday and federal holidays; and will not be prorated.~~

(a) Downtown merchant parking pass rates are as follows:

Effective January 1, 2011: \$30.00 + tax

5) Commuter Vanpool or Carpool Parking Pass (three or more persons per vehicle, registered with Kitsap Transit). A commuter vanpool or carpool parking pass is available to registered vanpools and carpools and will require the payment as designated in subsection (5)(a) of this section in United States currency. Commuter vanpool or carpool parking passes may be purchased from the city ~~treasurer's office~~ finance department. Commuter vanpool or carpool parking passes are nonrefundable; ~~guarantee designated parking spaces between the hours of 4:00 a.m. and 10:00 a.m. except Saturday, Sunday and federal holidays; and will not be prorated.~~ Does not apply to city employee Lot 8 carpool designated stalls.

(a) Commuter vanpool or carpool parking pass rates are as follows:

Effective January 1, 2011: \$30.00 + tax

(6) Contractor's Parking Pass. Effective January 1, 2011, a contractor's parking pass shall be \$8.00 per day per parking space per 24-hour period. The purpose of this pass is to accommodate a temporary need of parking, as determined by the city engineer. (Ord. 001-15 § 1; Ord. 001-12 § 7).

SECTION 3. Posting Signs. The City Engineer is hereby directed to post the signs ~~as~~ required ~~and~~ as a result of the amendments ~~to~~ Sections ~~5~~-10.12.580 and 10.12.600 POMC, after passage of this Ordinance, before the Effective Date.

SECTION 4. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

SECTION 5. Effective Date. This ordinance shall be in full force and effect five (5) days after posting and publication as required by law. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State Law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 17th day of December 2019.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

Sharon Cates, City Attorney

Councilmember

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PORT ORCHARD, WASHINGTON, RELATING TO PARKING ON PUBLIC STREETS; AMENDING SECTIONS 10.12.580 AND 10.12.600 OF THE PORT ORCHARD MUNICIPAL CODE; DIRECTING THE POSTING OF SIGNS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 308.330.270 of the Washington Administrative Code (WAC) authorizes the City to adopt regulations to prohibit, regulate or limit stopping, standing or parking of vehicles in the City; and

WHEREAS, Port Orchard Municipal Code Section 10.12.080(1) authorizes the City Council to from time to time, establish parking prohibitions and restrictions on portions of certain specified streets; and

WHEREAS, the City Council deems it in the best interest of the City of Port Orchard to periodically review and update such regulations; and

WHEREAS, the City Council chose to codify the parking regulations in order to aid the public in its ability to access and review said regulations; and

WHEREAS, the City Council has determined that more parking for the general public is needed in the downtown area; and

WHEREAS, staff has inspected and verified the parking conditions, including signage, at the location described and has confirmed that the proposed modifications to the regulations will correctly reflect the true conditions; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. Section 10.12.580 of the Port Orchard Municipal Code is hereby amended to read as follows:

10.12.580 Parking time limited on certain city parking lots.

(1) The city parking lots are identified as follows:

(a) Lot 1, which lies between Orchard and Frederick Streets, on the north of Bay Street. Parking in Lot 1 is a combination of city parking and Port Orchard Marina parking. Port Orchard Marina parking is the three northernmost rows and shall be managed by the Port of Bremerton. City parking is limited to four hours maximum.

(b) Lot 2, which lies between Frederick Street and Sidney Avenue, north of Bay Street. Parking in Lot 2 shall be allowed for a maximum period of four hours, including two car charging stalls limited to four hours maximum.

(c) Lot 3, which is the five rows of parking area under city jurisdiction west of Harrison Avenue and east of and parallel to the library's easternmost exterior wall. Parking in the three westerly rows of Lot 3 shall be allowed for a maximum period of four hours at no monetary charge. Parking in the easterly two rows is paid parking and shall require a paid daily parking pass as established in POMC 10.12.620.

(d) Lot 4, which is all parking area under city jurisdiction which lies east of Parking Lot 3 and Harrison Avenue and west of the Marina Park. Parking in Lot 4 is a combination of free two-hour parking for the park at the most northerly and easterly corner and paid parking and shall require a paid daily parking pass as established in POMC 10.12.620.

(e) Lot 5, which is all parking spaces on City Hall property (first floor entry). Parking in Lot 5 shall be for City Hall patrons and official vehicles only. The police chief or his/her designate may authorize deviations to this policy for Lot 5, if necessary. No monetary charge.

(f) Lot 6, which is all parking spaces abutting the landscaped area at the southwest corner of the intersection of Bay Street and DeKalb Street (Bayside Plaza). Parking in Lot 6 shall be allowed for a maximum period of two hours. No monetary charge.

(g) Lot 7, which is all parking spaces located on the library property. Parking in Lot 7 shall be limited to library staff only. Access to Lot 7 and parallel parking stalls via the adjacent parcel to the south pursuant to easement AF# (8903310122). No monetary charge.

(h) Lot 8, which lies east of City Hall, north of and adjacent to Prospect Alley (between Kitsap Street and Prospect Street). Lot 8 is for designated city vehicles and city employees via pass Monday through Friday. No monetary charge.

(i) Paul Powers Park, which lies north and east of the public works department "south shed" located at 2051 Sidney Avenue. Paul Powers Park parking is limited to dawn-to-dusk parking only.

(j) Van Zee Park, which lies south of Tremont Street and west of Sidney Avenue, located at 300 Tremont Street. Van Zee Park parking is limited to dawn-to-dusk parking only.

(k) Rockwell Pocket Park will be limited to two-hour parking from dawn to dusk.

(2) Parking restrictions in Lots 1, 2, 3, 4, 5, 6, 7 and 8 shall be enforced on a 24-hour basis, except Saturday, Sunday, and federal holidays within the city.

(3) Parking restrictions in Lot 4 shall also be enforced on a 24-hour basis on each Saturday in the period of April 1st to October 31st.

SECTION 2. Section 10.12.600 of the Port Orchard Municipal Code is hereby amended to read as follows:

10.12.600 Parking passes.

Parking passes are established for city parking lots defined in POMC 10.12.580 and are subject to sales and use tax defined in RCW 82.14.020(3) and shall be collected upon the amount of parking pass rates established as follows:

(1) Hourly Public Parking Pass. An hourly public parking pass is available to the general public and will require the payment as designated in subsection (1)(a) of this section in United States currency through electronic payment in an electronic parking pay station or similar instrument provided near the parking space for each one-hour interval.

(a) Hourly public parking pass rates are as follows:

Effective January 1, 2011: \$1.00 + tax

(2) Daily Public Parking Pass. A daily public parking pass is available to the general public and will require the payment as designated in subsection (2)(a) of this section in United States currency through electronic payment in an electronic parking pay station or similar instrument provided near the parking space for each 12-hour interval or part thereof.

(a) Daily public parking pass rates are as follows:

Effective January 1, 2011: \$5.00 + tax

(3) Monthly Public Parking Pass. A monthly public parking pass is available to the general public and will require the payment as designated in subsection (3)(a) of this section in United States currency through electronic payment in an electronic parking pay station or similar instrument provided near the parking space. The monthly pass will be good for 31 consecutive calendar days from the date of purchase. Monthly parking passes are nonrefundable; guarantee designated parking spaces from the hours of 4:00 a.m. to 10:00 a.m. except Saturday, Sunday, and federal holidays; and will not be prorated.

(a) Monthly public parking pass rates are as follows:

Effective January 1, 2011: \$90.00 + tax

(4) Downtown Merchant Parking Pass. A downtown merchant parking pass is available to documented business owners, and their documented employees, whose business and place of employment is located in the downtown Port Orchard area between and including the 500 and 1300 blocks of Bay Street and the north and west side of Prospect Street. Downtown merchant parking passes will require the payment as designated in subsection (4)(a) of this section in United States currency and may be purchased from the city finance department. Downtown merchant parking passes are nonrefundable.

(a) Downtown merchant parking pass rates are as follows:

Effective January 1, 2011: \$30.00 + tax

5) Commuter Vanpool or Carpool Parking Pass (three or more persons per vehicle, registered with Kitsap Transit). A commuter vanpool or carpool parking pass is available to registered vanpools and carpools and will require the payment as designated in subsection (5)(a) of this section in United States currency. Commuter vanpool or carpool parking passes may be purchased from the city finance department. Commuter vanpool or carpool parking passes are nonrefundable; guarantee designated parking spaces between the hours of 4:00 a.m. and 10:00 a.m. except Saturday, Sunday and federal holidays; and will not be prorated. Does not apply to city employee Lot 8 carpool designated stalls.

(a) Commuter vanpool or carpool parking pass rates are as follows:

Effective January 1, 2011: \$30.00 + tax

(6) Contractor’s Parking Pass. Effective January 1, 2011, a contractor’s parking pass shall be \$8.00 per day per parking space per 24-hour period. The purpose of this pass is to accommodate a temporary need of parking, as determined by the city engineer. (Ord. 001-15 § 1; Ord. 001-12 § 7).

SECTION 3. Posting Signs. The City Engineer is hereby directed to post the signs required as a result of the amendments to Sections 10.12.580 and 10.12.600 POMC, after passage of this Ordinance, before the Effective Date.

SECTION 4. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

SECTION 5. Effective Date. This ordinance shall be in full force and effect five (5) days after posting and publication as required by law. A summary of this Ordinance may be published in lieu of the entire ordinance, as authorized by State Law.

PASSED by the City Council of the City of Port Orchard, APPROVED by the Mayor and attested by the City Clerk in authentication of such passage this 17th day of December 2019.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

SPONSOR:

Sharon Cates, City Attorney

Bek Ashby, Councilmember

PUBLISHED:
EFFECTIVE DATE:

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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,
ADOPTING THE 2020 CITY COUNCIL MEETING SCHEDULE PURSUANT TO
POMC 2.04.010 MEETING TIME AND PLACE.**

WHEREAS, on July 11, 2017, City Council adopted Ordinance No. 026-17 which adopted the classification of non-charter code city for the City of Port Orchard; and

WHEREAS, certain updates of the Port Orchard Municipal Code were needed; and

WHEREAS, on October 24, 2017, City Council adopted Ordinance No. 038-17 which amends certain provisions of Chapter 2.04.010 Meeting Time and Place by stating the city council shall hold a minimum of one meeting per month. The city council shall determine the annual schedule for these meetings for the next calendar year no later than the last regular business meeting of the preceding calendar year; and

WHEREAS, City Council typically will meet for regular business meetings the 2nd and 4th Tuesday of each month, with a work study meeting the 3rd Tuesday of each month; now, therefore,

**THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES
AS FOLLOWS:**

THAT: The 2020 city council meeting calendar shall be adopted, and meetings shall be held on:

January	14 th , 21 st , and 28 th .
February	11 th , 18 th , and 25 th .
March	10 th , 17 th , 24 th .
April	14 th , 21 st , and 28 th .
May	12 th , 19 th , and 26 th .
June	9 th , 16 th , and 23 rd .
July	14 th , 21 st , and 28 th .
August	11 th and 18 th .
September	8 th , 15 th , and 22 nd .
October	13 th , 20 th , and 27 th .
November	10 th , 17 th , 24 th .
December	8 th and 15 th .

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 17th day of December 2019.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

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City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7E</u>	Meeting Date:	<u>December 17, 2019</u>
Subject:	<u>Adoption of a Resolution Accepting the</u> <u>Donation of a Chihuly Inspired</u> <u>Chandelier Art Piece</u>	Prepared by:	<u>Brandy Rinearson, MMC</u> <u>City Clerk</u>
		Atty Routing No.:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

Summary: The City Clerk's office received an email from Kitsap County regarding an art piece. Artist Sarajane Rants asked if anyone would be interested in displaying the art, which is a Chihuly inspired chandelier constructed by hand with 400 recyclable colored water bottles by students at South Kitsap High School.

At the December 10, 2019, City Council Meeting, Mayor Putaansuu asked the Council if they would consider adopting a resolution accepting this art piece and displaying it at City Hall. After discussion, the Council agree to accept the donation and for staff to prepare the documents for acceptance.

Recommendation: Staff recommends adopting a resolution accepting a Chihuly inspired chandelier art piece and to have it displayed at City Hall.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to adopt a Resolution accepting a Chihuly inspired chandelier art piece to be displayed at City Hall.

Fiscal Impact: N/A

Alternatives: N/A

Attachments: Resolution.

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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PORT ORCHARD, WASHINGTON,
ACCEPTING A CHIHULY INSPIRED CHANDELIER ART PIECE TO BE DISPLAY
AT PORT ORCHARD CITY HALL.**

WHEREAS, on December 4, 2019, the City Clerk's office received an email from Kitsap County regarding an art piece. Artist Sarajane Rants asked if anyone would be interested in displaying the art, which is a Chihuly inspired chandelier constructed by hand with 400 recyclable colored water bottles by students at South Kitsap High School.; and

WHEREAS, during the December 10, 2019, City Council meeting, Mayor Putaansuu asked the Port Orchard City Council if they would consider adopting a resolution accepting the art piece to be displayed at Port Orchard City Hall; and

WHEREAS, the Port Orchard City Council had no objections to accepting the art and for it to be displayed at City hall; now, therefore,

**THE CITY COUNCIL OF THE CITY OF PORT ORCHARD, WASHINGTON, HEREBY RESOLVES
AS FOLLOWS:**

THAT: The City Council accepts the Chihuly inspired chandelier art piece and authorizes the art to be prominently displayed at the Port Orchard City Hall, 216 Prospect Street, Port Orchard, WA.

PASSED by the City Council of the City of Port Orchard, SIGNED by the Mayor and attested by the City Clerk in authentication of such passage this 17th day of December 2019.

Robert Putaansuu, Mayor

ATTEST:

Brandy Rinearson, MMC, City Clerk

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City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7F</u>	Meeting Date:	<u>December 17, 2019</u>
Subject:	<u>Adoption of a Resolution Approving a</u>	Prepared by:	<u>Nick Bond, AICP</u>
	<u>Contract with GGLO Design for the</u>		<u>DCD Director</u>
	<u>Downtown/Campus Sub Area and</u>	Atty Routing No.:	<u>N/A</u>
	<u>Planned EIS</u>	Atty Review Date:	<u>N/A</u>

Summary: Summary and documents to be provided prior to meeting.

Recommendation: N/A

Relationship to Comprehensive Plan: N/A

Motion for consideration: TBD

Fiscal Impact: N/A

Alternatives: N/A

Attachments: Documents to be provided via email prior to meeting.

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City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7G</u>	Meeting Date:	<u>December 17, 2019</u>
Subject:	<u>Approval of a Contract with Inslee, Best, Doezie & Ryder, P.S. for City Attorney Services</u>	Prepared by:	<u>Brandy Rinearson, MMC City Clerk</u>
		Atty Routing No.:	<u>N/A</u>
		Atty Review Date:	<u>N/A</u>

Summary: On February 9, 2016, Council approved Contract No. 018-16, with Lighthouse Law Group PLLC for City Attorney Services. The contract is set to expire December 31, 2019.

Port Orchard Municipal Code Chapter 2.08 Appointed Officers, provides that the Mayor may appoint the City Attorney and enter into a professional services contract with a law firm or an individual upon agreement by the Mayor and confirmation by a majority vote of the City Council.

Requests for qualifications for City Attorney Services was issued on October 14, 2019, with a submittal deadline of November 15, 2019. Four proposals were received. The four applicants were asked to interview with the City on December 4, 2019. The interview panel, consisting of Mayor Putaansuu, Councilmember Rosapepe, Development Director Bond, Finance Director Crocker, and Human Resource Coordinator Lund, interviewed the four applicants.

Mayor Putaansuu is providing his recommendation for Inslee, Best, Doezie & Ryder, P.S to be appointed for City Attorney Services beginning January 1, 2020.

Recommendation: Staff recommends approving a contract with Inslee, Best, Doezie & Ryder, P.S for city attorney services.

Relationship to Comprehensive Plan: N/A

Motion for consideration: I move to approve a contract with Inslee, Best, Doezie & Ryder, P.S for city attorney services.

Fiscal Impact: Consistent with the City’s 2019-2020 biennial budget. Base contract is \$115,200.

Alternatives: N/A

Attachments: Contract.

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**CITY OF PORTORCHARD PERSONAL SERVICES
AGREEMENT FOR LEGAL SERVICES**

I. PARTIES

This Agreement is made as of this 12th day of December 2019 between the City of Port Orchard ("City") and Inslee, Best, Doezie & Ryder, P.S. ("Firm").

CITY OF PORT ORCHARD, WASHINGTON (hereinafter the "**CITY**")
216 Prospect Street
Port Orchard, Washington 98366

Contact: Mayor Robert Putaansuu Phone: 360.876.4407 Fax: 360.895.9029

And

Inslee, Best, Doezie & Ryder, P.S., a corporation, organized under the laws of the State of Washington, doing business at:

Inslee, Best, Doezie & Ryder, P.S. (hereinafter the "**FIRM**")
10900 NE 4th Street
Skyline Tower, Suite 1500
Bellevue, WA 98004

Contact: Charlotte A. Archer Phone: 425.450.4209 Fax: 425.635.7720

II. SERVICES PROVIDED

The Firm shall perform legal services as provided in this Agreement under the supervision and direction of the Mayor or designee. Charlotte A. Archer will serve as the City Attorney and will direct the services of the Firm consistent with this Agreement. The Firm will not substitute other attorneys in providing services under this agreement without the permission of the City.

III. QUALITY OF SERVICES

The Firm shall perform all legal services in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association.

IV. DESCRIPTION AND DELIVERY OF SERVICES

At the request or with the concurrence of the Mayor or designee, the Firm shall perform civil legal services for the City, including but not limited to the following:

(1) Review or draft City ordinances, contracts, resolutions, interlocal agreements and other legal documents;

(2) Represent the City in lawsuits and contested administrative proceedings commenced by or against the City;

(3) Consult with and advise the Mayor, City Council members, City staff members and City consultants regarding legal matters relating to their respective duties for the City;

(4) Attend City Council meetings; and

(5) Perform such other duties and services as are necessary and appropriate in order to provide the City with legal representation.

(6) Office hours on the Tuesday of each City Council Meeting (2nd and 4th Tuesdays of the month), as needed. The City will provide workspace at City Hall for office hours.

When requesting legal services, the City shall state the services and the response date. The Firm shall confirm receipt as soon as possible, with a goal of acknowledging the request for legal services within one (1) business day of receiving the request. The confirmation shall identify the assigned attorney, an estimate of the response date, and the mutually agreed upon deliverable(s).

The City may request the City Attorney to be available by cell phone, at times and in a manner agreed upon by the Mayor and the City Attorney.

The parties acknowledge the Firm is subject to and bound by the Washington State Court Rules: Rules of Professional Conduct (RPC”), including but not limited to RPC 1.7 Conflict of Interest: Current Clients. The Firm shall follow said RPCs, including but not limited to, client representation involving a concurrent conflict of interest as defined in RPC 1.7(a).

V. FEES AND COSTS

The legal services shall be billed at the hourly rates set forth on Exhibit A. The City shall reimburse the Firm for all out-of-pocket expenses incurred on the City’s behalf, including but not limited to court fees, deposition costs, special mailing or courier, photocopying, long distance telephone, facsimile, travel expenses, bridge tolls, and computerized legal research outside of the Firm’s base plan. The City will not reimburse for ferry fares. The Firm will not advance funds to pay third party costs (e.g., expert witness fees), and invoices for those costs will be forwarded to the City for payment.

The Firm will not charge the City for travel time or mileage costs incurred for three (3) trips, per month, to and from City Hall. Travel time and mileage costs for additional trips and/or trips to locations other than City Hall will be reimbursed at the hourly rates for the attorneys.

VI. PAYMENT TERMS; TIME RECORDS

The Firm will bill the City monthly for services and out-of-pocket expenses. The monthly invoice will summarize the date and extent of legal services performed and the charge for such services and will itemize the expenses. Fees and costs are due in full from the City upon billing by the Firm. A service charge shall accrue at the rate of twelve percent (12%) per annum, but

shall only be added to any balance remaining unpaid sixty (60) days after the invoice date.

VII. TERM

This Agreement shall be in effect from January 1, 2020 through December 31, 2022, with automatic annual one-year renewals. Renewal beyond six (6) years will require City Council reauthorization. At any time during the term of this Agreement, either party may terminate this Agreement upon sixty (60) days written notice.

VIII. INSURANCE

The Firm shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Firm, its agents, representatives, or employees.

No Limitation

The Firm's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Firm to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance

The Firm shall obtain insurance of the types and coverage description below:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.

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

Professional Liability insurance appropriate to the Firm's profession.

Minimum Amounts of Insurance

The Firm shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Professional Liability insurance shall be written with limits no less than \$4,000,000 per claims and \$4,000,000 policy aggregate limit.

Other Insurance Provision

The Firm's Automobile Liability insurance policies are to contain, or be endorsed, to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Firm's insurance and shall not contribute with it.

Acceptability of Insurers

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

Verification of Coverage

The Firm shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Firm before commencement of the work.

Notice of Cancellation

The Firm shall provide the City Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

IX. INDEMNIFICATION/HOLD HARMLESS

The Firm shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Firm in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competition 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 Firm and the City, its officers, officials, employees, and volunteers, the Firm's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Firm's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Firm's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. ASSIGNING OR SUBCONTRACTING

The Firm shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

XI. DISCRIMINATION AND COMPLIANCE WITH LAWS

1. The Firm agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed,

color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

2. Even though the Firm is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Firm agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the term(s) of this Agreement to the Firm's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

3. The Firm shall obtain a City of Port Orchard business license.

4. Violation of this Paragraph XI shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

XII. RELATIONSHIP OF PARTIES

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Firm is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-Firm of the Firm shall be or shall be deemed to be the employee, agent, representative or sub-Firm of the City. In the performance of the work, the Firm is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including but not limited to compensation, insurance, and unemployment insurance, are available from the City to the employees, agents, representatives or sub-Firms of the Firm. The Firm will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-Firms during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Firm performs hereunder.

XIII. BOOK AND RECORDS

The Firm agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City 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 City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records preservation. The Firm understands that this Agreement is with a government agency and thus all records created or used in the course of the Firm's work for the City are considered "public records" and may be subject to disclosure under the Public Records Act, Chapter 42.56 RCW ("the Act"). Firm agrees to safeguard and preserve records in accordance with the Act. If the City receives a public records request and asks the Firm to search its files for responsive records, the Firm agrees to make a prompt and thorough search through his files for responsive records and to promptly turn over any responsive records to the City's public records officer.

XV. NOTICE

Any notices required to be given by the City to the Firm or by the Firm to the City shall be in writing and delivered to the parties at the following addresses:

Robert Putaansuu
Mayor
216 Prospect Street
Port Orchard, WA 98366

Phone: 360.876.4407
Fax: 360.895.9029

Inslee, Best, Doezie & Ryder, P.S.
Charlotte A. Archer
10900 NE 4th Street
Skyline Tower, Suite 1500
Bellevue, WA 98004

Phone: 425.450.4209
Fax: 425.635.7720

XVI. RESOLUTION OF DISPUTES AND GOVERNING LAW

1. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

2. If any dispute arises between the City and the Firm under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Firm does not agree with the Mayor's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in Kitsap County Superior Court, Kitsap County, Washington.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

XVII. GENERAL PROVISIONS

1. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

2. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Firm.

3. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

4. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

CITY OF PORT ORCHARD

INSLEE, BEST, DOEZIE & RYDER, P.S.

By _____
Robert Putaansuu, Mayor

By _____
Charlotte A. Archer, Attorney

ATTEST:

By: _____
Brandy Rinearson, City Clerk

By _____
Dawn Reitan, Shareholder

Exhibit A

INSLEE, BEST, DOEZIE & RYDER, P.S.
*2019 through 2021 Attorney Billing Rates**

Municipal Attorneys	Hourly Rates**
Charlotte Archer	\$240 / \$265
Curtis Chambers	\$240 / \$265
Rosemary Larson, Dawn Reitan, and Eric Frimodt	\$325
Paralegals and law clerks	Regular Firm rates or special municipal rates if applicable, adjusted annually. These rates shall not exceed the lowest Municipal Group Associate rate.
Other Firm partners (if approved in advance by Mayor)	10% less than regular Firm rates, rounded to next lowest \$5 increment, adjusted annually.

* The City will be charged at the \$240 per hour rate for the first forty (40) hours of work per month for work performed by Charlotte Archer and Curtis Chambers. Otherwise, the above rates will apply.

*The Firm's Attorney Billing Rates are subject to change on January 1, 2022, based on the mutual consent of the Mayor and Firm.

*The Firm will provide updated rate sheets annually for paralegals and law clerks as well as for all professionals not specifically listed in Exhibit A.



City of Port Orchard

216 Prospect Street, Port Orchard, WA 98366
(360) 876-4407 • FAX (360) 895-9029

Agenda Staff Report

Agenda Item No.:	<u>Business Item 7H</u>	Meeting Date:	<u>December 17, 2019</u>
Subject:	<u>Approval of Addendum No. 3 to Contract</u>	Prepared by:	<u>Nick Bond, AICP</u>
	<u>No. 053-18 with Waterman Investment</u>		<u>DCD Director</u>
	<u>Partners for the 640 Bay Street Purchase</u>	Atty Routing No.:	<u>083-19</u>
	<u>and Sale Agreement</u>	Atty Review Date:	<u>December 12, 2019</u>

Summary: In July 2018, the City and Waterman Investment Partners, LLC (Waterman), entered into a purchase and sale agreement for the City's property located at 640 Bay Street. Two addenda to the agreement have been previously approved to extend the closing date to December 31, 2019. The City and Waterman now propose a third addendum to the agreement, to extend the closing date to March 31, 2020. This addendum is being requested by both parties because of the upcoming end-of-year closing deadline and because December 17 is the last Council meeting for 2019; however, both the City and Waterman will continue discussions in 2020 and more substantive revisions to the purchase and sale agreement may result with an aim to close on the property in early 2020.

Recommendation: Staff recommends that the City Council authorize the Mayor to sign Addendum No. 3 to the real estate purchase and sale agreement for the City's property at 640 Bay Street, and extend the closing date to March 31, 2020.

Relationship to Comprehensive Plan: N/A

Motion for Consideration: "I move that the City Council authorize the Mayor to sign Addendum No. 3 to the real estate purchase and sale agreement for the City's property at 640 Bay Street, and extend the closing date to March 31, 2020."

Fiscal Impact: N/A

Attachments: Addendum No. 3.

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**Addendum No. 3 to
REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS ADDENDUM NO. 3 to the Real Estate Purchase and Sale Agreement for the property located at **640 Bay Street, Port Orchard, Kitsap County, Washington**, is executed by and between **Waterman Investment Partners, LLC**, a Washington Limited Liability Company hereafter (“Buyer”) and the **City of Port Orchard**, a municipal corporation organized under the laws of the State of Washington (hereafter “Seller”).

WHEREAS, Buyer and Seller entered into the above referenced Real Estate Purchase and Sale Agreement, dated July 10, 2018, which is attached hereto and incorporated herein by this reference (“Agreement”); and

WHEREAS, Buyer and Seller entered into Addendum No. 1 to the Agreement, dated December 11, 2018, to amend certain provisions of the Agreement, including the Closing Date, which is attached hereto and incorporated herein by this reference (“Addendum No. 1”); and

WHEREAS, Buyer and Seller entered into Addendum No. 2 to the Agreement, dated June 11, 2019, to extend the Closing Date in exchange for a payment from the Buyer, which is attached hereto and incorporated herein by this reference (“Addendum No. 2”); and

WHEREAS, Section 16 of the Agreement provides that it may be amended or modified by a written instrument executed by Buyer and Seller; and

WHEREAS, Section 6.1 of the Agreement sets forth the Closing Date requirements of the parties, and provides that the parties may agree in writing to a later closing date than the originally anticipated closing date of December 31, 2018; and

WHEREAS, via Addendum No. 1, the parties extended the Closing Date to June 30, 2019; and

WHEREAS, via Addendum No. 2, the parties extended the Closing Date to December 31, 2019; and

WHEREAS, the parties agree that it is in the best interests of both to further extend the Closing Date to March 31, 2020; and

WHEREAS, the parties wish to memorialize their agreement to amend the Closing Date of the Agreement;

NOW, THEREFORE, Buyer and Seller agree as follows:

1. Section 6.1 of the Agreement is hereby amended to read as follows:

Closing date. This transaction will be closed in escrow by Title Company acting as escrow agent (“Escrow Agent”). The closing will be held at the offices of Title Company on or before that date which is thirty (30) days after the execution of the Development Agreement and the expiration of any applicable appeal period related thereto, but in any event no later than March 31, 2020 (the “Closing Date”). If closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer, Escrow Agent will immediately terminate the escrow, forward the Deposit to the party entitled to receive it as provided in this Agreement and return all documents to the party that deposited them.

2. In all other respects, the Agreement between the parties, as amended by Addendum No. 1 and Addendum No. 2, shall remain in full force and effect, further amended as set forth herein, but only as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 3 this 17th day of December 2019.

**WATERMAN INVESTMENT
PARTNERS, LLC (BUYER):**

**CITY OF PORT ORCHARD
(SELLER):**

Steve Segó, Sole Member

Robert Putaansuu, Mayor

ATTEST/AUTHENTICATED:

Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

Sharon Cates, City Attorney

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2020 City Council Retreat

January 17, 2020

9:00am - City Council Committee Assignments

10:00am - State of the City. 2019 overview/2020 plans

11:00am – Directors work plans and future priorities

12:30pm – Lunch

1:00pm – Council Goal Setting

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