



GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE

TUESDAY, JUNE 22, 2021

9:30 A.M.

REMOTE ATTENDANCE

To comply with Governor Inslee's [Proclamation 20-28](#), the General Government & Public Safety Committee Meeting will be conducted remotely, not in person. However, you may view the meeting by watching live through Zoom.

Link: <https://us02web.zoom.us/j/87159940997>

The public may also listen to the meeting via telephone by dialing toll-free:

(888) 788-0099 or **(877) 853-5247** – when prompted, enter Webinar ID: **871 5994 0997**
press # (participant ID not required)

MOBILE OUTREACH TEAM

ROBERT ALMADA, INTERIM POLICE CHIEF
(PRESENTATION)

NEW LAW ENFORCEMENT LEGISLATION

ROBERT ALMADA, INTERIM POLICE CHIEF
(PRESENTATION)

THE BLAKE DECISION

(RELATED TO POSSESSION OF CONTROLLED SUBSTANCES)

MATT SHARP, ASSISTANT CITY ATTORNEY
(PRESENTATION)



GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE

June 22, 2021

SUBJECT: City of Lacey Mobile Outreach Team

RECOMMENDATION: Enter into a partnership with Olympic Health and Recovery Services to establish a seven day per week citywide Mobile Outreach Team that consists of 4 FTE (contract positions).

STAFF CONTACT: Scott Spence, City Manager 
Robert Almada, Interim Chief of Police

ORIGINATED BY: Lacey Police Department

ATTACHMENTS:

1. [Agreement for Services](#)
2. [Program Budget](#)
3. [Crisis Clinician Job Description](#)
4. [Peer Specialist Job Description](#)

FISCAL NOTE: See Attached

PRIOR REVIEW: None

BACKGROUND:

The City of Lacey is in need of outreach services to address the increase in homelessness, public display of behavioral health issues, and people in crisis within the City of Lacey.

The Lacey Police Department (LPD) will partner with Olympic Health and Recovery Services (OHRS) to establish a pilot program which allows the City of Lacey and Lacey police officers rapid access to a City of Lacey Mobile Outreach Team (MOT).

The MOT will be comprised of two crisis clinicians and two peer specialists. One Crisis Clinician and one Peer Specialist will be paired as a MOT to deliver mobile crisis services to clients. Two full-time CRU officers will work collaboratively with the MOT, providing daily police support. Patrol officers will also identify, inform, and collaborate with the MOT for clients who are in need of services.

The MOT will assess clients at the request of a Lacey police officer. The MOT will identify and provide the necessary resources and will focus on the well-being of clients who are experiencing challenges related to community living, homelessness, mental health issues, and those who have an extensive history of utilizing health services, police services, and other community resources.

The MOT and LPD will utilize a creative and collaborative approach to improve the quality of life for the client and community. This partnership is designed to ensure that proper services are rendered during a client's time of crisis. The interaction will create positive results because the appropriate resource will be utilized to address a client's need. The MOT will develop a sense of trust and create a non-law enforcement relationship with the client so wraparound services can be delivered, including noggin case management and continuing follow up can occur. The goal is to reduce incidents of mental health crisis, homelessness, criminal behavior, violence, and self-harm.

Operations of Mobile Outreach Team

Unit Structure: Four (4) FTE's contracted through Olympic Health & Recovery Services.

- 2 Peer Specialists
- 2 Crisis Clinicians
 - Double unit: One (1) Peer Support, One (1) Crisis Clinician (ride together)

Work Schedule:

- Four (4) – ten hour days:
 - Mobile Team #1: Sunday-Wednesday 8AM - 6PM
 - Mobile Team #2: Wednesday-Saturday 12PM - 10PM
 - *work hours may be adjusted pending data from service calls*
 - Wednesday – Team Overlap (Teams to debrief active cases and provide updates)
 - On call schedule – TBD once teams are established.

MOT Expectations:

- Develop a trusting relationship with our vulnerable (mental health, substance addicted and homeless) population.
- Maintain master list of Lacey clients to include contact dates and services provided to document case management actions and outcomes.
- Deliver full service wrap-around services with social service and non-profits providers.
- Work with legal to advocate for criminal diversion when appropriate.
- Reduce incidents of mental health crisis, homelessness, criminal behavior, violence and self-harm.
- Facilitate additional assessments such as: Global Appraisal of Individual Needs Short Screener (GAIN-SS), Brief Substance Use Disorder (SUD Assessment), Adult Needs and Strengths Assessment (ANSA).
- Follow up with clients to ensure treatment for mental health, detox, housing, and employment and case management.

- Provide peer style support to inspire hope for recovery, linkage to treatment.
- Coordinate transportation to individuals seeking services
- Coordinate with DCR to assess and complete involuntary committals and voluntary treatment.
- Maintain active relationships with social service providers and other available resources.

Performance Measures:

- Document services obtained for clients.
- Document barrier reductions.
- Reduce LE related calls for service (mental health, addiction and homeless) as compared to 12 months before implementation of MOT.
- Reduce Lacey's population of homeless community members as compared to baseline survey of frequent homeless contacts by CRU and patrol in year prior to implementation of MOT.
- Reduce need for contracted clean up (garbage and eye sore).
- Reduce community concerns about conditions and safety.

What Success Looks Like:

- Mobile Outreach Team integrates into City of Lacey, team implementation with coverage during majority of historic periods of high call volume.
- Reduction in Lacey Police Officer involvement (mental health, addiction and homeless) in non-criminal incidents.
- Share successes for obtained wraparound services.
- Pro-active response to community requests for response to homeless and mental health incidents.
- Reduction in City of Lacey's homeless population from baseline survey of prior 12 months.
- Strengthen community relationships by actively addressing the issues.
- Fewer misdemeanor crimes and related arrests for anti-social behavior e.g. trespassing, shoplifting, illegal camping, etc.
- Proper use of public land.
- Delivering appropriate resources to our vulnerable population, rather than jail.
- Reduced recidivism, based upon quarterly review of casework completed by MOT

This pilot program will allow us to be proactive in the delivery of social services to people in the City of Lacey who are homeless and in crisis.

ADVANTAGES:

1. Provide rapid outreach resources for the City of Lacey.

2. Pairs appropriate resources for the incident.
 3. Preserve police resources for law enforcement activity.
 4. Develops trust and relationship with clients.
-

DISADVANTAGES:

1. Cost

AGREEMENT FOR SERVICES

THIS AGREEMENT is made by and between the City of Lacey, a code City of the State of Washington, hereinafter "City" and Olympic Health & Recovery Services, hereinafter "Service Provider," jointly referred to as "Parties."

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

1. Work to be Performed. Service Provider shall provide all labor, services, and material to satisfactorily complete the Scope of Services, attached as Exhibit A.

A. Administration. The City Manager or designee shall administer and be the primary contact for Service Provider. Prior to commencement of work, Service Provider shall contact the City Manager or designee to review the Scope of Services, schedule, and date of completion. Upon notice from the City Manager or designee, Service Provider shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.

B. Representations. City has relied upon the qualifications of Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of agreed-upon personnel shall be made without the prior written consent of City.

Service Provider represents that the compensation as stated in paragraph 3 is adequate and sufficient for the timely provision of all professional services required to complete the Scope of Services under this Agreement.

Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in City-furnished information.

C. Standard of Care. Service Provider shall exercise the degree of skill and diligence normally employed by professional Service Providers engaged in the same profession, and performing the same or similar services at the time such services are performed.

D. Modifications. City may modify this Agreement and order changes in the work whenever necessary or advisable. Service Provider shall accept modifications when ordered in writing by the City Manager or designee, so long as the additional work is within the scope of Service Provider's area of practice. Compensation for such modifications or changes shall be as mutually agreed between the Parties. Service

Provider shall make such revisions in the work as are necessary to correct errors or

omissions appearing therein when required to do so by City without additional compensation.

- 2. Term of Contract.** This Agreement shall be in full force and effect upon execution and shall remain in effect until completion of all contractual requirements have been met as determined by City. Service Provider shall complete its work by one year from the date of signature, unless the time for performance is extended in writing by the Parties.

Either Party may terminate this Agreement for material breach after providing the other Party with at least 10 days' prior notice and an opportunity to cure the breach. City may, in addition, terminate this Agreement for any reason by 10 days' written notice to Service Provider. In the event of termination without breach, City shall pay Service Provider for all work previously authorized and satisfactorily performed prior to the termination date.

3. Compensation and Method of Payment.

- a. The City shall pay Service Provider for the performance of those services designated in Exhibit "A," and Exhibit "B" an amount not to exceed \$176,463.00 annually. If the description of services on Exhibit "A" designates additional services which may be requested by the City, said additional services will be paid for by the City at the rate set forth on Exhibit "A," which sum may exceed the "not to exceed" amount set forth above; however, said services will only be performed and compensated by the City after the City has directed such performance in writing.
- b. Payment by the City for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment may be made on a monthly or other periodic basis and may be made on the basis of an estimate of the percentage of contract completion accomplished if said procedure is approved by the City.
 - i. Event/Festival Funding. Payments will be made only after SERVICE PROVIDER submits a completed Request for Event/Festival Funding Reimbursement form (Exhibit C), along with copies of invoices and proof of payment for each invoice. Proof of payment will be in the form of a copy of the SERVICE PROVIDER's cleared or cancelled check. The SERVICE PROVIDER shall complete the Lodging Tax Report (Exhibit B), immediately following the event/festival.
 2. Tourism-Related Facility and Tourism Promotion Agency. Payments will be made to SERVICE PROVIDER after submission of an appropriate invoice or voucher. Unless the CITY specifically approves a different manner of payment, payments shall be made quarterly after the receipt of the invoice and quarterly report. The SERVICE PROVIDER shall complete the Lodging Tax Report (Exhibit B), and submit no later than December 31, 2021.
- c. If an hourly rate of compensation or other means of measurement is set forth on Exhibit "A," the parties intend that said measurement shall be used up to the "not to exceed" figure set forth above.
- d. The City reserves the right to withhold payment under this Agreement for that portion of the work (if any) which is determined in the reasonable judgment of the City Manager or

designee to be noncompliant with the Scope of Services, City standards, City Code, and federal or state standards.

4. Notice. Notices other than applications for payment shall be given in writing as follows:

TO THE CITY:

Name: Scott Spence, City Manager

Phone: (360) 491-3214

Address: 420 College St. SE

Lacey, WA 98503

TO THE SERVICE PROVIDER:

Name: Joe Avalos, COO

Phone: (360) 763-5828

Address: 612 Woodland Square

Loop SE. Suite #401

Lacey, WA 98503

5. Applicable Laws and Standards. The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations. Service Provider warrants that its designs, construction documents, and services shall conform to all federal, state, and local statutes and regulations.

6. Relationship of the Parties. It is understood and agreed that Service Provider shall be an independent contractor and not the agent or employee of City, that City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Service Provider. Any and all employees who provide services to City under this Agreement shall be deemed employees solely of Service Provider. The Service Provider shall be solely responsible for the conduct and actions of all its employees under this Agreement and any liability that may attach thereto.

7. Records. The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Service Provider's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

8. Insurance. Service Provider 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 Service Provider, its agents, representatives, employees, or subcontractors.

a. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:

1. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA

00 01 or a substitute form providing equivalent liability coverage. If use of vehicles pursuant to the Agreement is only incidental, and Service Provider will not transport any persons not directly related or affiliated with Service Provider, then Service Provider is only required to have automobile liability insurance to meet at least minimum Washington state requirements.

2. Commercial general liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury, and advertising injury. City shall be named as an additional insured under Service Provider's commercial general liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.

a. Minimum Amounts of Insurance. Service Provider shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$1,000,000 per accident. If Service Provider will not use its vehicles in the performance of this Agreement, automobile liability insurance is only required to meet minimum Washington state requirements.
2. Commercial general liability insurance shall be written with limits no less than \$1,000,000 for each occurrence, and \$2,000,000 for general aggregate.

b. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability, and commercial general liability insurance:

1. Service Provider's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Service Provider's insurance and shall not contribute with it.
2. Service Provider shall fax or send electronically in .pdf format a copy of insurer's cancellation notice within two business days of receipt by Service Provider.
3. If Service Provider maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by

Service Provider, irrespective of whether such limits maintained by Service Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Service Provider.

4. Failure on the part of Service Provider to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving at least five business days' notice to Service Provider to correct the breach, immediately terminate the Agreement, or at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of the City, offset against funds due Service Provider from the City.

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

b. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, Service Provider shall furnish acceptable insurance certificates to the City Clerk at the time Service Provider returns the signed Agreement, which shall be Exhibit C. The certificate shall specify all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to City. Service Provider shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. Indemnification and Hold Harmless. Service Provider shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Service Provider's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees pursuant to RCW 4.24.115.

Service Provider's duty to defend, indemnify, and hold City harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees shall apply only to the extent of the negligence of Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees.

Service Provider's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside Service Provider costs, court costs, fees for collection, and all other claim-related expenses.

Service Provider specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Service Provider's waiver of immunity under this provision extends only to claims against Service Provider by City, and does not include, or extend to, any claims by Service Provider's employees directly against Service Provider.

Service Provider hereby certifies that this indemnification provision was mutually negotiated.

10. Waiver. No officer, employee, agent, or other individual acting on behalf of either

Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

11. Assignment and Delegation. Neither Party shall assign, transfer, or delegate any nor all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the other Party.

12. Subcontracts. Except as otherwise provided herein, Service Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.

13. Confidentiality. Service Provider may, from time-to-time, receive information which is deemed by City to be confidential. Service Provider shall not disclose such information without the prior express written consent of City or upon order of a court of competent jurisdiction.

14. Jurisdiction and Venue. This Agreement is entered into in Thurston County, Washington. Disputes between City and Service Provider shall be resolved in the Superior Court of the State of Washington in Thurston County. Notwithstanding the foregoing, Service Provider agrees that it may, at City's request, be joined as a party in any arbitration proceeding between City and any third party that includes a claim or claims that arise out of, or that are related to Service Provider's services under this Agreement. Service Provider further agrees that the Arbitrator(s)' decision therein shall be final and binding on Service Provider and that judgment may be entered upon it in any court having jurisdiction thereof.

15. Cost and Attorney's Fees. The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).

16. Entire Agreement. This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.

17. Anti-kickback. No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

18. Severability. If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

The Parties have executed this Agreement this _____ day of _____ 2021.

CITY OF LACEY

SERVICE PROVIDER

By: _____

Scott Spence
City Manager

By: _____

Joe Avalos
COO

Approved as to form: _____

David Schneider
City Attorney

Exhibit “A” Scope of Work

The following outlines the scope of work under this contract.

1. SERVICES TO BE PROVIDED

- A. SERVICE PROVIDER will recruit, hire, and maintain four staff position, two Crisis Clinicians and two Peer Specialist with duties, functions, and qualifications as described below:

- a. **Job Title:** Crisis Clinician (BA)
- b. **Job Title:** Peer Specialists- Crisis

c. **Job Descriptions:**

See attachments for both positions job duties/descriptions.

All positions are maintained by the Olympic Health & Recovery Services. Below are additional examples that complement the position announcements for Crisis Clinician and Peer Specialist –Crisis.

d. **Illustrative Examples of Work/Essential Functions**

Cultivate contacts and establish and maintain positive, effective, collaborative working relationships with Lacey Police Department personnel, other law enforcement agencies, emergency medical response agencies, court systems, community leaders, Thurston County Public Health, federal, state, regional and local agencies, homeless shelters, area community service and faith-based groups, staff of state and local hospitals and health providers in an effort to care for and assist individuals with chronic behavioral health disorders and in need of social services.

- i. Develop a network of working relationships with, Designated Mental Health Professionals, Thurston County Jail, Nisqually Jail, behavioral health treatment providers, emergency housing providers, Lacey Veterans Services Hub, and other social service providers.
- ii. Serve as a liaison with other City departments, divisions, outside agencies and the community. Participate in systems planning, including representation on various committees.
- iii. Establish and maintain rapport with the population served.
- iv. Provide information, consultation, and referral.
- v. Respond to requests for information about available services for individuals who are homeless, individuals with behavioral health disorders, and those with other human and social service needs. Make referrals to appropriate service providers and coordinate service delivery.
- vi. Assist the target population served with obtaining basic resources such as shelter, food, medical services, behavioral health treatment, jobs and other social and human services as needed.

- vii. Develop and maintain a housing resource list.
- viii. Assist with relocations.
- ix. Provide outreach, engagement and liaison support to those people that are seen on a recurring basis which may require short term intensive case management. Facilitate services for high-need individuals across all involved systems of care.
- x. Monitor contact behaviors and progress, provide assistance toward attaining pre-determined goals, and schedule appointments.
- xi. Promote best practices in treatment approaches, support systems, and interventions. Meet with and interview contacts, families, and other care providers to assess needs and eligibility of services. Advocate needs of contacts within and outside system; liaise between contact, caregivers, and service providers. Provide client-level and system-wide troubleshooting and advocacy.
- xii. Follow-up with identified individuals in an effort to bridge gaps between police and/or emergency medical contacts and social service providers.
- xiii. Consult with other agency professionals on difficult cases.
- xiv. Develop and recommend procedures for identifying and screening people with social service needs.
- xv. Establish and administer maps of camp locations for service providers and the Lacey Police Department.
- xvi. Study and analyze program participation. Prepare recommendations and a yearly report for improvement of existing and development of new programs. Review statistical data and identify future trends. Collect and prepare data for status reports and a monthly outcome summary.
- xvii. Prepare memos, correspondence, records and reports related to social services activities.
- xviii. Develop, recommend, plan, initiate and organize programs, policies, procedure and projects that will assist in efficiently addressing the human and social service needs of the target population served within the Lacey community.
- xix. Provide training to officers on social service resources.
- xx. Manage limited resources to maximize efficiencies and effectiveness of services provided.
- xxi. Facilitate transport for person(s) in need of assistance to appropriate facilities.
- xxii. May attend and testify at court hearings and other legal proceedings.
- xxiii. Perform related work and special projects as assigned.

e. Knowledge

- i. The philosophy and objectives of social services and community service programs.
- ii. Symptoms, common behavioral and social characteristics and other manifestations of the disabilities affecting the population served.
- iii. Presentation of mental illness related behaviors.
- iv. Safety practices, policies and applicable federal, state and local laws,

- ordinances, codes, regulations, policies, and procedures.
- v. Motivational interviewing.
- vi. Addiction process and substance use disorder symptoms.
- vii. Interviewing and counseling practices and techniques relevant to the population served.
- viii. Medicaid, Medicare and Social Security Disability Income (SSDI) guidelines.
- ix. Local, state and regional resources and programs for the homeless, mentally ill, substance abusing population and those with other social service needs.
- x. Ability to quickly develop knowledge of community systems and resources including residential housing for the population served.
- xi. Assessment and social casework techniques.
- xii. Human development and behavior.
- xiii. Conflict resolution principles, de-escalation, and problem solving techniques.
- xiv. Judicial procedures, sentencing implications, and the corrections environment.
- xv. Related state and federal mandates including those related to privacy and confidentiality.
- xvi. Modern office practices and computer applications, including spreadsheets, databases, and statistics.

f. Skills & Abilities

i. Skills

1. Excellent verbal and written communications skills, including the ability to communicate effectively with diverse populations.
2. Effective public speaker in the areas of presentations, facilitation, and conflict resolution.
3. Excellent interpersonal skills for establishing and maintaining effective working relationships with employees, other departments and city staff, city officials, and the public.
4. Proficient research, statistical, and analytical skills.
5. Proficient in MS Word, Excel, and other MS Office applications.

ii. Ability to:

1. Effectively prepare and present departmental reports and make public presentations in a persuasive manner to various audiences.
2. Analyze programs, policies, procedures, and operational needs and make appropriate recommendations.
3. Effectively interview clients and natural supports and/or families.
4. Establish and maintain rapport with the population served.
5. Establish and maintain effective working relationships with federal, state, regional and local agencies, Thurston County Human

Services, Police Department employees, staff of state and local hospitals, community organizations and leaders, providers, and the general public.

6. Conduct in-service training sessions.
7. Work effectively in team environments.
8. Interact with others utilizing tact, patience, and courtesy.
9. Communicate effectively with people regardless of age, sex, social, economic or cultural background.
10. Work within a law enforcement response environment, which includes exposure to high stress, rapidly evolving incidents, public safety responder culture and norms.
11. Recognize personal signs of secondary trauma and prioritize self-care.
12. Observe, evaluate, and interpret behavior.
13. Prepare and maintain narrative and statistical records and prepare related reports.
14. Express ideas and recommendations clearly and effectively both orally and in writing.
15. Gather, review, and evaluate complex data and make appropriate recommendations.
16. View and address the total spectrum of service needs.
17. Exercise a high degree of initiative and independent judgment, problem solving, and decision making within the scope of assigned authority.
18. Work under pressure and meet deadlines.
19. Effectively identify and resolve conflict.
20. Be discreet and maintain confidentiality of information.
21. Follow oral and written instructions.
22. Use computers and various software programs and other computer applications, including word processing, data management, spreadsheets, and other programs.
23. Read, interpret, and apply work-related laws, rules, and other regulations.
24. Maintain detailed records and prepare clear concise written reports.
25. Maintain a work environment free of discrimination, harassment, and retaliation.
26. Support diversity and multi-cultural understanding in the workplace and the community.
27. Work safely and in compliance with federal and state laws, departmental and City policies and standards.
28. Work variable shifts including nights, weekends, and holidays.
29. Participate in and seek clinical supervision with focus on self-reflection and deepening skills with identified population.

g. Education & Experience

- i. See specific job descriptions for education and work experience.

h. Physical Demands/Working Conditions

- i. Outreach to individuals who may be living on the streets, camps, and in shelters or located in problem neighborhoods.
- ii. Often performed under physically demanding, stressful, and environmentally diverse conditions, and requires the ability to adjust quickly to changing priorities and demands.
- iii. May be exposed to hostile and/or aggressive client behaviors presenting a personal risk of bodily harm.
- iv. May require visits to jails and out-of-town locations, emergency rooms, and other medical facilities.
- v. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a personal computer, calculator, copier, and fax machine.
- vi. Must be physically capable of lifting, walking, moving, carrying, climbing, bending, kneeling, walking, crawling, reaching, and handling, sitting, standing, pushing, and pulling.
- vii. Use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone, radios, and personal contact as normally defined by the ability to see, read, talk, hear, handle, or feel objects and controls.
- viii. Travel by various modes of private and commercial transportation within the region may be required.
- ix. Attendance and participation at evening meetings may be required.
- x. Able and willing to work all shifts, including nights, weekends and holidays.

B. SERVICE PROVIDER will supply the Outreach Coordinator with all necessary equipment and software to carry out the functions of their position. This includes, but is not limited to, a computer and a phone.

C. CITY will provide the Outreach Coordinator with a workspace and access to internet at Lacey City Hall.

D. The Outreach Coordinator must work 40 hours per week excluding holidays recognized by SERVICE PROVIDER.

- a. The Outreach Coordinator's schedule will be set by SERVICE PROVIDER with input from CITY.
- b. The Outreach Coordinator should attend all SERVICE PROVIDER staff meetings, in-services, or other critical organizational meetings.

2. EQUAL EMPLOYMENT OPPORTUNITY

A. The CITY is an equal opportunity employer.

B. In the performance of this Agreement, SERVICE PROVIDER will not discriminate

against any employee or applicant for employment on the grounds race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. SERVICE PROVIDER shall ensure that applicants are employed and that employees are treated during employment without discrimination because of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law Against Discrimination.

- C. If any assignment and / or subcontracting have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraph herein.

3. DISCRIMINATION IN DELIVERY OF SERVICES PROHIBITED

SERVICE PROVIDER expressly covenants and agrees that no person shall, on the grounds of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination in respect to any activity undertaken in the performance of this Agreement. Nor will the PREMISES be made available to any group or organization that promotes discrimination or has a record of discrimination on the basis of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. The CITY shall be deemed beneficiaries of this covenant for and in its own rights and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such covenants have been provided. The CITY shall be entitled to enforce this covenant by appropriate legal or administrative proceedings. As a further and cumulative remedy, it is agreed that a breach of the above nondiscrimination covenant shall be a material act of default, entitling CITY to enforce, besides such other remedies as may be available to CITY, the remedies and provisions of this Agreement for default.

**MOBILE OUTREACH TEAM
PROGRAM BUDGET**

Job Descriptions:

Crisis Clinician (BA) - See attachment from OHRS

Peer Specialist – Crisis – See attachment from OHRS

COST:

Position Title	Mid-Point Salary	Benefits	Annualized Total
Crisis Peer Specialist	\$50,087	\$15,026.25	\$65,113.25
Crisis Services Clinician	\$51,997	\$15,999.25	\$67,996.25
			Annualized Totals
		4 FTEs (2peers/2 clinicians)	\$266,219
		Training/Travel/Supplies (4 FTEs)	\$28,000
		Admin (10%)	\$26,622
		Subtotal	\$320,841
		OHRS Medicaid Match (45%)	\$-144,378
		LPD Responsibility	\$176,463



OLYMPIC
HEALTH &
RECOVERY
SERVICES

Olympic Health and Recovery Services (OHRs)

Job Description

Crisis Clinician (BA)

POSITION PURPOSE:

Crisis Clinician provides clinical and technical support to the Crisis Services Program of Olympic Health and Recovery Services (OHRs), a licensed behavioral health agency. The primary responsibilities of the Crisis Clinician (BA) are to respond to community outreach referrals, maintain the OHRs crisis phone line, triage referrals and dispatch staff in real time.

MAJOR RESPONSIBILITIES:

- Demonstrates the OHRs mission, purpose, values and beliefs in everyday language and contact with the internal and external stakeholders
- Provides mobile crisis intervention and stabilization services in varied environments in the community
- Provides screening and triage services by telephone and face-to-face
- Responds to and triages calls from consumers, family members, and other referral sources requesting crisis services including, but not limited to crisis intervention and involuntary treatment assessment.
- When in the community, does not physically interact with clients in the event of assaultive behavior, but works to maintain safety in accordance with the principles of crisis de-escalation and safety training
- Maintains familiarity with and handles client information in accordance with Federal Regulations (42 CFR, Part 2 and 45 CFR), and other applicable laws pertaining to confidentiality of client and staff information
- Maintains physical security of confidential materials and assigned Agency property
- Demonstrates proficiency in utilization of electronic medical record system
- Maintains timely and accurate documentation in accordance with Washington State law, and current best practices
- Communicates effectively with co-workers in dynamic environment
- Supports Crisis and ITA Team on program deliverables including Provider compliance documentation and encounter tracking
- Responds to referrals in the community
- Demonstrates professional customer service and phone etiquette
- Performs other duties as assigned

QUALIFICATIONS:

- Bachelor's Degree in psychology, social work, or a related area.
- Two (2) years of administrative and/or clinical experience within a social service or a

- closely related environment preferred
- Current Washington State Driver's License, proof of insurance, and satisfactory drivers record
- Qualifies as an Agency Affiliated Counselor
- Satisfactory criminal background clearances and excluded party sanctions

SKILLS AND ABILITIES:

- Ability to work in high stress, high demand environment while communicating clearly and effectively
- Ability to provide clear documentation of assessments and dispositions
- Ability to work collaboratively as part of a team and respectfully manage differences, opposing perspectives, opinions, and interests
- Ability to remain flexible and adaptable to change
- Strong critical thinking skills, ability to conceptualize and implement creative solutions
- Promote and champion the values of partnership, teamwork, compassion and integrity in all dealings within and outside of OHRS

WORKING CONDITIONS:

- Primarily works in the community including individual's homes, hospitals, jails, inpatient facilities, residential facilities, and in an office environment
- Service responsibilities may require on-call availability at certain times, including availability during normal business hours and after hours/weekends/holidays as needed
- Regular use of fleet vehicles and/or personal vehicle required for service in 2 county regional area
- Minimal physical exertion is required. May be required to lift or move boxes/equipment weighing up to 25 lbs

Employee Signature

Date

Supervisor Signature

Date

Administrative Use Only

FLSA Status: Non-Exempt

Date Created: 9/20/2018

Date Modified: 04/01/2021

Olympic Health & Recovery Services (OHRS)

Job Description

Peer Specialist- Crisis

POSITION PURPOSE:

The Crisis Peer Specialist provides clinical and technical support to the Crisis Services Program of Olympic Health and Recovery Services (OHRS), a licensed behavioral health agency. The primary responsibilities of the Crisis Peer Specialist are to provide face-to-face crisis stabilization services to clients in the community, assist in maintaining the OHRS 24/7 crisis phone line, as well as respond to community outreach referrals in collaboration with Designated Crisis Responders and Crisis Services Clinicians.

MAJOR RESPONSIBILITIES:

- Demonstrates the OHRS mission, purpose, values and beliefs in everyday language and contact with the internal and external stakeholders.
- Provides stabilization and crisis outreach services to clients experiencing challenges following a crisis episode. These challenges may include lack of access to services and support, a history of homelessness, behavioral health issues, and medical issues.
- Maximizes client choice, self-determination, decision making in the planning, delivery, evaluation and treatment, rehabilitation, and support services.
- Researches and coordinates availability of community resources to provide support and encouragement towards a path of recovery and reduced likelihood of readmission to inpatient treatment or return to crisis.
- Provides peer counseling, consultation, practical health and support, mentoring, advocacy, coordination, problem-solving and side-by side support to clients, families, and team staff in support of client's needs.
- Provides supported employment and housing support services, including accessing Medicaid, as appropriate.
- Works under the supervision of a mental health professional employed by OHRS to provide clients with peer support including acting as a role model, mentor, and ally.
- Responds to and triages calls from consumers, family members, and other referral sources requesting crisis services including, but not limited to; crisis phone response, crisis intervention, crisis stabilization, and involuntary treatment assessment.
- When in the community, does not physically interact with clients in the event of assaultive behavior, but works to maintain safety in accordance with the principles of crisis de-escalation and safety training
- Provides mobile crisis intervention and stabilization services in varied environments in the community.
- Maintains familiarity with and handles client information in accordance with Federal Regulations (42 CFR, Part 2 and 45 CFR), and other applicable laws pertaining to confidentiality of client and staff information.
- Maintains physical security of confidential materials and assigned Agency property.
- Demonstrates proficiency in utilization of electronic medical record system.
- Maintains timely and accurate documentation in accordance with Washington State law, and

current best practices.

- Communicates effectively with co-workers in dynamic environment.
- Duties and responsibilities may be added, deleted and/or changed at the discretion of management.
- Demonstrates professional customer service and phone etiquette.
- Performs other duties as assigned.

QUALIFICATIONS:

- Washington State certification as a Peer Specialist is required.
- Washington State Agency Affiliated Counselor license required.
- Two (2) years working as a peer is preferred.
- Must be able to pass background checks as required by OHRS contractual requirements.
- Experience in the behavioral health crisis system is preferred.
- Lived experience of mental health recovery and the willingness to share their own experiences.
- Current Washington State Driver's License, proof of insurance or have requested and obtained an appropriate accommodation. Satisfactory drivers record is required.

SKILLS AND ABILITIES:

- Familiarity and knowledge of best practices for alcohol/drug abuse treatment and prevention programs, mental health and developmental disabilities programs as well as with local social service agencies.
- Ability to establish and maintain trusting and supportive relationships as well as provide inspiration and motivation to individuals transitioning towards recovery.
- Strong written and verbal communication skills, as well the ability to work with people of diverse backgrounds and/or cultures.
- Ability to work in a cooperative and collaborative manner as a team member with community providers, the client, and the client's family and support network.
- Ability to work with general office and computer programs. Microsoft Office and Electronic Health Records experience desired.
- Ability to work in high stress, high demand environment while communicating clearly and effectively
- Ability to provide clear documentation of assessments and dispositions, and meet documentation requirements in a timely way
- Ability to respectfully manage differences, opposing perspectives, opinions, and interests on a team.
- Ability to remain flexible and adaptable to change.
- Strong critical thinking skills, ability to conceptualize and implement creative solutions.
- Promote and champion the values of partnership, teamwork, compassion and integrity in all dealings within and outside of OHRS.

WORKING CONDITIONS:

- Primarily works in the community including hospitals, jails, inpatient facilities, residential facilities, individual's homes, and in an office environment.
- Service responsibilities require on-call availability at certain times, including availability during normal business hours and after hours/weekends/holidays as needed.
- Regular use of fleet vehicles and/or personal vehicle required for service in a two-county regional area
- Minimal physical exertion is required. May be required to lift or move boxes/equipment weighing up to 25 lbs.

Employee Signature

Date

Supervisor Signature

Date

Administrative Use Only

FLSA Status: Non-Exempt

Date Created: 10/2020



GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE

June 22, 2021

SUBJECT: ESSB 5476 & the *State v. Blake* Decision

RECOMMENDATION: Forward to full Council an Ordinance amending sections of the Lacey Municipal Code related to crimes of possession and adding a section declaring possession of a controlled substance a misdemeanor crime.

STAFF CONTACT: Scott Spence, City Manager 
Dave Schneider, City Attorney 
Matt Sharp, Assistant City Attorney

ORIGINATED BY: City Attorney's Office

ATTACHMENTS: 1. [Proposed amendments to LMC](#)

FISCAL NOTE: None

PRIOR REVIEW: None

BACKGROUND:

In 2012 the State Legislature took its first step in decriminalizing possession of marijuana less than 40 grams (POM<40) by allowing possession of under 40 grams or less if you were 21 or over. The number of Thurston Court District Court filings for POM<40 has dropped to a handful per year.

On February 25, 2021, in *State v. Blake*, 197 Wn.2d 170, 481 P.3d 521 (2021), the Washington Supreme Court held that RCW 69.50.4013(1) was unconstitutional because it violated the due process clauses of both the United States Constitution and the Washington State Constitution. The Court reasoned that the due process clause was violated because the statute created a crime of possession without requiring the State to prove any particular mental element, like intent or knowledge.

This ruling, by extension, potentially affects the validity of sections of the Lacey Municipal Code that criminalize possession of marijuana, alcohol, and legend drugs (prescription drugs), without requiring the prosecution to prove a mental element.

Later in the 2021 Legislative Session, the Washington State Legislature addressed the *Blake* issue in Laws of 2021, Chapter 311 (hereafter referred to as ESB 5476) by adding the “knowledge” element to possession of a controlled substance crimes, as well as making other substantial changes to the statute. ESB 5476 allows personal amounts of controlled substances and lowers the classification of possession crimes from a felony to a misdemeanor. Further, the Legislature encourages the prosecutor to divert for treatment. Future Legislative Sessions will continue to address Title 69 – Controlled Substances and additional changes to the statute are expected.

Thus, the *Blake* ruling places two decisions before the Council.

1. Should the Council modify existing crimes of possession within the Lacey Municipal Code to avoid potential invalidation under the reasoning applied in *Blake*; and
2. Should the Council declare possession of a controlled substance a misdemeanor crime under the Lacey Municipal Code.

1. AMENDMENT OF EXISTING CODE

The Lacey Municipal Code declares several crimes of possession without requiring the prosecution to prove a mental element. These include Possession of Marijuana (LMC 9.44.030), Possession of Legend Drug Without Prescription (LMC 9.44.060), and Minors Purchasing and Possessing Liquor (LMC 9.40.040).

Because these crimes of possession do not include a mental element, there is potential for these laws to be invalidated under the same rationale used in *Blake*. This potential flaw can be addressed by the addition of a knowledge element to each crime. Proposed amendments to these sections of the Lacey Municipal Code are attached.

In addition, Council should consider amending the section declaring use of drug paraphernalia a crime (LMC 9.44.040). Analogous state law was changed in ESB 5476, narrowing the set of actions that constitute use of drug paraphernalia. See Attachment.

2. POSSESSION OF CONTROLLED SUBSTANCES AFTER *BLAKE* AND PASSAGE OF ESB 5476

Misdemeanors and gross misdemeanors are within the scope of each city to legislate, enforce and prosecute. Because possession of a controlled substance is now classified as a misdemeanor in the State of Washington, municipalities have the option of passing analogous ordinances and enforce possession of controlled substances at the local level.

Council must decide whether to add a section to the LMC that is analogous to RCW 69.50.4013(1)), declaring possession of a controlled substance a misdemeanor (LMC 9.44.045), See attached. Should Council decline to act, prosecution would be left to the State of Washington. Unlawful Possession of a Controlled Substance will be unlawful within the City of Lacey whether or not City Council adopts a new section declaring the crime under the Lacey Municipal Code. The practical question before the Council is whether it wants to enforce and prosecute directly by the City Attorney's Office (LCA) or refer such cases to the Thurston County Prosecutor's Office (TCPAO) for prosecution.

Drug laws in the City of Lacey will continue to be enforced by the Lacey Police Department either way. The Police Department, in concert with other area Law Enforcement Agencies, has a mechanism in place to monitor contacts and referrals to diversion. This includes a system under the new state statute for keeping a tally on the number of violators they contact as well as the number of contacts per individual they refer for treatment. At the appropriate time, the Department will refer subsequent violations to either the LCA or the TCPAO depending on City Council Legislative decisions.

The number of individuals that would be referred for prosecution diversion (3rd, 4th or more referral) is difficult to calculate at this point. The District Court filings for POM < 40 grams has been negligible since 2012. The total number of felony drug cases (which includes possession, delivery, and manufacturing of a controlled substance) averages 130 cases per year, but this does not consider 1) the number of cases that are solely possession cases (eligible for diversion) and 2) the number of charges diverted for treatment by law enforcement. With most of these predicted contacts being diverted for treatment before charging, the City Attorney's Office expects approximately 10 cases referred per year.

Options Pertaining to Unlawful Possession of a Controlled Substance

- A. Status quo. If council declines to adopt a new section of the LMC, LPD will refer all misdemeanor drug possession cases to the TCPAO for misdemeanor prosecution. These referrals would be in addition to the TCPAO's existing caseload.
- B. Declare possession of a controlled substance a misdemeanor. If Council adopts a new section of the LMC, LPD would refer these cases directly to LCA for charging, filing, and diversion. LCA has a mechanism for diverting charged cases under a Stipulated Order of Continuance (SOC) that has been in place for years. These are diversion agreements entered into by the defendant in a charged case and enforced by the court. A person entering an SOC is placed on probation, and the court's probation department supervises their progress in treatment and compliance with the terms of the SOC. The addition of 10 cases per year would not significantly increase the filing fee costs as well as the costs of prosecution and defense for this type of diversion in District Court.

RECOMMENDATION

The City Attorney's Office makes the following recommendation:

1. Amend LMC 9.44.030 (Possession of Marijuana), LMC 9.44.060 (Possession of Legend Drug Without Prescription), and LMC 9.40.040 (Minors Purchasing and Possessing Liquor) to be consistent with the *Blake* decision.
2. Add a new section 9.44.045 to the Lacey Municipal Code declaring possession of a controlled substance a misdemeanor crime.

This action would set a uniform policy throughout the city for drug enforcement. There would be continuity of investigation and enforcement by the police department and prosecution and probation of these cases. The anticipated case load is minimal and would not increase prosecution or defense costs to any appreciable degree.

ADVANTAGES:

1. Provide a uniform approach throughout the city for drug enforcement.
2. Provide continuity of prosecution and probation for drug offenses.

DISADVANTAGES:

1. None foreseen.

ATTACHMENT

9.44.030 Possession of marijuana.

Any person who knowingly possesses forty grams or less of marijuana shall be guilty of a misdemeanor. However, the possession, by a person twenty-one years of age or older, of up to: one ounce of usable marijuana; sixteen ounces of marijuana-infused product in solid form; or seventy-two ounces of marijuana-infused product in liquid form is not a violation of this section. The prosecutor is encouraged to divert cases under this section for assessment, treatment, or other services.

9.44.040 Use of drug paraphernalia

A. It is unlawful for any person to use drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, ~~test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body~~ a controlled substance other than marijuana. Any person who violates this subsection is guilty of a misdemeanor.

B. It is unlawful for any person to deliver, possess with intent to deliver, or manufacture with intent to deliver drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, ~~test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body~~ a controlled substance other than marijuana. Any person who violates this subsection is guilty of a misdemeanor.

C. Any person eighteen years of age or over who violates subsection B of this section by delivering drug paraphernalia to a person under eighteen years of age who is at least three years his junior is guilty of a gross misdemeanor.

D. It is unlawful for any person to place in any newspaper, magazine, handbill, or other publication any advertisement, knowing, or under circumstances where one reasonably should know, that the purpose of the advertisement, in whole or in part, is to promote the sale of objects designed or intended for use as drug paraphernalia. Any person who violates this subsection is guilty of a misdemeanor.

9.44.060 Legend drugs--Use restricted to licensed practitioners.

It shall be unlawful for any person to sell, deliver, or knowingly possess any legend drug except upon the order or prescription of a physician under Chapter 18.71 RCW, an osteopathic physician or an osteopathic physician and surgeon under Chapter 18.57 RCW, a dentist under Chapter 18.32 RCW, a podiatric physician and surgeon under Chapter 18.22 RCW, a veterinarian under Chapter 18.92 RCW, a commissioned medical or dental officer in the United States Armed Forces or public health service in the discharge of his or her official duties, a duly licensed physician or dentist employed by the Veterans Administration in the discharge of his or her official duties, a registered nurse under Chapter 18.88 RCW when authorized by a board of nursing, an osteopathic physician assistant under Chapter 18.57A RCW when authorized by the committee of osteopathic examiners, a physician's assistant under Chapter 18.71A RCW when authorized by the board of medical examiners, a physician licensed to practice medicine and surgery or a physician licensed to practice osteopathy and surgery, a dentist licensed to practice dentistry, a podiatric physician or surgeon licensed to practice podiatric medicine and surgery, or a veterinarian licensed to practice veterinary medicine, in any province of Canada which shares a common border with the state of Washington or in any state of the United States; provided, however, that the above provisions shall not apply to sale, delivery, or possession by drug wholesalers or drug manufacturers, or their agents or employees, or to any practitioner acting within the scope of his or her license, or to a common or contract carrier or warehouseman, or any employee thereof, whose possession of any legend drug is in the usual course of business or employment; provided further, that nothing in this chapter or Chapter 18.64 RCW shall prevent a family planning clinic that is under contract with the Department of Social and Health Services from selling, delivering, possessing, and dispensing commercially prepackaged oral contraceptives prescribed by authorized, licensed health care practitioners. Violation of this section involving possession shall be deemed a misdemeanor. The prosecutor is encouraged to divert cases under this section for assessment, treatment, or other services.

9.44.045 Possession of a counterfeit substance. Any person who knowingly possesses a counterfeit substance as set out in RCW 69.50.4011 is guilty of a misdemeanor. The prosecutor is encouraged to divert cases under this section for assessment, treatment, or other services.

9.40.040 Minors purchasing and possessing liquor.

It is unlawful for a minor to:

A. Purchase or attempt to purchase any liquor; or

B. Knowingly acquire, possess, or consume any liquor; or

C. Be in a public place or in a motor vehicle in a public place, while exhibiting the effects of having consumed liquor. "Exhibiting the effects of having consumed liquor" means that a person has the odor of liquor on his or her breath and either:

1. Is in possession of or close proximity to a container that has or recently had liquor in it; or

2. By speech, manner, appearance, behavior, lack of coordination, or otherwise, exhibits that he or she is under the influence of liquor.

D. Provided, however, that subsection B of this section shall not apply to liquor given or permitted to be given to a minor by his parent or guardian for beverage or medicinal purposes and consumed in the presence of a parent or guardian; or administered to him by his physician or dentist for medicinal purposes; or used in connection with a religious service and the amount consumed is the minimal amount necessary for the religious service.