

Gig Harbor City Council Meeting

**September 23, 2002
7:00 p.m.**



1

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
September 23, 2002 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of September 9, 2002.
2. Correspondence/Proclamations:
3. Interlocal Agreement with Law Enforcement Support Agency (LESA).
4. Law Enforcement Mutual Aid and Mobilization Agreement.
5. Borgen Boulevard Hydroseeding and Topsoil Project.
6. Liquor License Change of Officers: Hy-lu-Hee-Hee.
7. Approval of Payment of Bills for September 23, 2002.
Checks #37154 through #37339 in the amount of \$1,050,557.20.
Checks # 37179-37185 voided.

OLD BUSINESS: None.

NEW BUSINESS:

1. Resolution – Public Use of City Civic Center Facilities.

STAFF REPORTS:

PUBLIC COMMENT: United Way of Pierce County

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: None scheduled.

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF SEPTEMBER 9, 2002

PRESENT: Councilmembers Ekberg, Young, Franich, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of August 12, 2002.
2. Correspondence/Proclamations: a) 2002 WFOA Distinguished Budget Award.
b) National Payroll Week.
3. Judson Street Stormwater Improvements Construction Survey Staking – David Evans & Assoc.
4. Judson Street Stormwater Improvements Geotechnical Material Testing – Krazan and Assoc.
5. Skansie/72nd Street Waterline Loop Engineering Services – The Shea Group.
6. Franklin / Prentice Avenues Pedestrian Improvements – Final Design – The Shea Group.
7. Phase I Environmental Assessment – Saltbush Inc.
8. Liquor License Application: Brother John's Wine Bar & Bistro
9. Approval of Payment of Bills for August 26, 2002.
Checks #36948 through #37091 in the amount of \$897,807.58.

Mayor Wilbert explained that she had been asked by the Committee for the Korean Heritage Festival not to act upon the proclamation, as they have had to postpone the event until next year.

MOTION: Move to approve the consent agenda, with the proclamation for the Korean Heritage Day removed.
Picinich / Franich – unanimously approved.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Skansie Brothers Property – Purchase and Sale Agreement. Mr. Hoppen, City Administrator, presented this milestone proposal, and introduced Carol Morris, City Attorney, to discuss the terms of the contract, and David Rodenbach, Finance Director, to discuss the financial implications of the purchase.

Carol Morris explained that she had worked on the proposed Purchase and Sale Agreement with the attorney representing the Skansies. She explained that the changes in the original proposal involve an increase in the earnest money and an acceleration of the closing date. She said she would ask the attorney for the estate to give information on the importance of the earlier closing date and any possible objections to the sale.

Mark Hoppen added that the target date for the Phase I Environmental Evaluation is the last week of September, and that he did not anticipate the need for a Phase II.

Bob Pintamonte, representative for the Skansie Family, explained that the desire to have an October 31st closing date is to accommodate an estate tax that is due in November. He then gave a background of the litigation mentioned by Carol Morris, involving the three charities that began a lawsuit against the estate and attorney John Paglia. He explained that the property itself is not subject to the litigation, and that neither side anticipates a problem with the purchase price amount or the terms of the proposal. He added that there are two processes in which to resolve this, a formal court process and hearing, or a signed waiver. He said that he is in the process of preparing the waiver for circulation to both parties. He answered Council's questions regarding the litigation and reassured that the charities do not want to make an issue of the fact that the Skansies offered the property to the city at a discount as a civic gesture.

David Rodenbach gave an overview of the city's financial status if this property were to be purchased. He explained that the purchase would require a budget amendment, adding that there is adequate funding. Councilmember Franich asked if this purchase would delay any other property purchase for the next year other than going out for a voted bond.

David explained that it would be difficult to give a hard figure, because the revenue figures are estimated and rely upon many factors. Councilmember Ruffo stressed that the city would have no issues with working capital, and that the acquisition of this waterfront property is an opportunity of a lifetime. David added that the purchase of the property would not definitely hinder other projects, but during the budget process, choices will have to be made.

Councilmembers Picinich, Ekberg, Young, Owel and Dick voiced their support of the purchase of the property. Mark Hoppen talked about the possibility of securing funds from IAC for ALEA grant money through a waiver of retroactivity allowing a two-year window in which to apply for grants appropriate to the Skansie property to help defer some of the cost. He added that the grants are very competitive. Councilmember Owel suggested that Council adjourn to executive session if necessary. Councilmember Picinich made a motion to purchase the property instead.

MOTION: Move to approve the Purchase and Sale Agreement of the Skansie Property for a value of Two Million Eight Hundred and Eighty Thousand Dollars (\$2,880,000.00) and that we go with the wishes of the Skansie Brothers to have this deal closed by October 31, 2002.
Picinich/Ruffo -

Carol Morris recommended an Executive Session to explain the possible exposure to any litigation that could occur as a result of this agreement.

MOTION: Move to adjourn to Executive Session for the purpose of discussing potential litigation for approximately five minutes at 7:30 p.m.
Ruffo/Owel - unanimously approved.

MOTION: Move to return to regular session at 7:38 p.m.
Owel/Ruffo – unanimously approved.

Mayor Wilbert asked if any member of the public wished to speak on this agenda item.

Dave Jepson – 9810 43rd Ave NW – Mr. Jepson said that it sounds like an exciting opportunity, and asked where the property is located. The Mayor explained that the property was located adjacent to Jerisich Park.

The Mayor then described the conversations that she has had with Peter Skansie before he passed away about the property. She said that she assured him that the city would do everything possible to keep the history of the property intact. She said that with the assistance of Lee Makovich and Mike Skansie, Peter's son, she would like to form a committee to see that Peter's wishes could be incorporated into any plans for the property.

Carol Morris said that she was unaware that Peter Skansie had passed away, and that the Purchase and Sale Agreement would need to be amended to remove reference to any lease agreement.

Guy Hoppen, Co-chair of the Maritime Pier Committee -- 8402 Goodman Avenue. Mr. Hoppen explained that along with the Ancich property, the Skansie property was considered by the committee for the possible location of a Maritime Pier.

MOTION: Move to direct the city attorney and the attorney for the estate to remove all language referring to the lease.
Young/Ekberg – unanimously approved.

MAIN MOTION: Move to approve the Purchase and Sale Agreement of the Skansie Property for a value of Two Million Eight Hundred and Eighty Thousand Dollars (\$2,880,000.00) and that we go with the wishes of the Skansie Brothers to have this deal closed by October 31, 2002.
Picinich/Ruffo – unanimously approved.

2. Introduction of Ordinance – Shooting Sports Facilities. Carol Morris explained that this is a general ordinance that regulates shooting ranges for business licensing requirements and also for physical characteristics. She added that she had been asked if a noise ordinance would be presented in conjunction with this document. She explained that there is a state noise ordinance of the type that requires sound meters and measurements, and that sets decibel ranges for different types of property. She said that the state ordinance could be adopted by reference, and a decibel range could be set for each type of property using the state ordinance designations. She added that this was an introduction of the ordinance for consideration and offered to answer questions.

MOTION: Move to schedule a Council workshop to go over this ordinance as it contains numerous and complex issues.
Young/Owel -

Councilmembers discussed October 7th 6:00 p.m. for a meeting date.

Mark Schaeffer – 9913 41st Avenue – Mr. Schaeffer asked if this was to go to a workshop, if it was going to be on the next agenda for a second reading. Staff explained that a first reading of the ordinance would not occur until after the workshop.

Carol Morris explained that she relied on the recently adopted Redmond ordinance to draft the proposed document. She added that the noise element was not included, as there was a state ordinance that could be adopted by reference. She described the process to adopt by reference and make changes to the state noise ordinance to include gun clubs.

Dan Cook – GH Sportsman Club – Mr. Cook offered to serve on a committee to work on the ordinance, but asked for some direction from Council on what they wish to attain. He said that he searched for another ordinance regulating shooting ranges that actually have one within their jurisdictions. He said that the City of Redmond passed their ordinance, as they wanted to annex property with a range. He quoted from RCW 9.4.290 regarding what can and cannot be regulated in relation to firearms. He then asked for reconsideration for the workshop date, as October is hunting season, and he will be gone during that month. He was asked to submit his comments in writing due to scheduling difficulties.

Doug Tensler -1401 Cascade Place – Mr. Tensler recommended asking the two most concerned parties to have the minimum representation of two or three to facilitate a quicker solution. Councilmembers said that there is value in input from others and the meeting would be left open.

Councilmember Picinich asked Carol Morris to find a municipality that has a shooting range within its jurisdiction and has an ordinance regulating the operation for reference. Carol offered to put together a packet of information for distribution.

AMENDMENT: Move to schedule two workshops for October 7th and October 21st from 6:00 – 8:00 p.m.
Franich/Picinich –

There was continued discussion and this motion was not acted upon. The following amendment was made to Councilmember Young's original motion.

AMENDED MOTION: Move to schedule a Council Workshop for October 7th 6:00 to 8:00 p.m. and to reserve October 21st for a second workshop if necessary.
Owel/Ekberg – five voted in favor. Councilmembers Franich and Picinich voted no.

3. Resolution – Opposing Initiative 776. Councilmember Dick asked to table this until further information could come for discussion.

MOTION: Move to table.
Dick/Ekberg – unanimously approved.

Councilmember Young asked to be excused from the meeting at this time and left the Council Chambers at 8:13 p.m.

4. Equipping Well #6 – Change Order No. 1. Steve Misiurak explained that this Change Order provides for the redevelopment of the well due to sand problems.

MOTION: Move to authorize the execution of Change Order No. 1 for Equipping Well No. 6 in the amount of Eleven thousand Three Hundred Eighty-two Dollars and zero cents (\$11,382.00) and authorization of a five working day time extension.
Ruffo/Picinich – unanimously approved.

STAFF REPORTS: None scheduled.

PUBLIC COMMENT:

Lita Dawn Stanton – 111 Raft Island. Ms. Stanton voiced her support of the purchase of the Skansie Property. She described the Certified Local Government program and how easy it is to enact the procedure. She explained that someone from the State office would be available to make a presentation to Council. Lita Dawn explained that a Certified Local Government is recognized by the State and has the authority to designate landmark structures, making them eligible for tax rebates and funding. She added that with the purchase of the Skansie Property, it would be timely to begin the process.

Councilmember Ekberg said that this would be a logical progression of the Design Review Board function and would be beneficial for the citizens wishing to take advantage of the program. He asked Mark Hoppen to move forward with a draft ordinance and to contact Megan at the State and arrange a time to make a presentation.

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS: None.

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30110(b) and potential litigation per RCW 42.30.110(i).

MOTION: Move to adjourn to Executive Session at 8:23 p.m. for approximately 30 minutes to discuss property acquisition and potential litigation.
Picinich/Franich – unanimously approved.

MOTION: Move to return to Regular Session at 9:00 p.m.
Picinich/Owel – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:00 p.m.
Ekberg/Ruffo - unanimously approved.

Cassette recorder utilized:
Tape 661 Side A 368 – end.
Tape 661 Side B 000 – end.
Tape 662 Side A 000 – 115.

Gretchen A. Wilbert, Mayor

City Clerk



City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER *MB*
SUBJECT: INTERLOCAL AGREEMENT WITH LAW ENFORCEMENT SUPPORT AGENCY (LESA)
DATE: SEPTEMBER 5, 2002

INFORMATION/BACKGROUND

We currently have an agreement to receive dispatching, emergency call receiving and information technology services from the Law Enforcement Support Agency (LESA). The agreement was put in place to facilitate moving to the new countywide Law Enforcement Activity and Data System (LEADS) records management system (RMS). The City's legal counsel, as well as LESA's legal counsel, have reviewed the existing agreement, made some changes, and forwarded the new agreement to me. The attached agreement allows us to continue using the LESA services we now employ.

Carol Morris has reviewed and provided her comments during the crafting of the agreement. She is available to discuss this agreement with you should you desire.

FISCAL IMPACTS

The projected costs of this agreement are included in the attached document. We have added the costs into our proposed 2003 budget and will also include the anticipated costs for 2004 when that budget is prepared. The total approximate cost of the services for 2003 is \$145,013.

RECOMMENDATION

I recommend that the Council authorize the Mayor to approve the attached agreement.

Law Enforcement Support Agency

THIS AGREEMENT is entered between the City of Tacoma and Pierce County, through Interlocal Agreement acting as the LAW ENFORCEMENT SUPPORT AGENCY (hereinafter "LESA") and "USER" to delineate the terms and conditions upon which "USER" will be allowed access to the information, data bases and/or computer systems controlled, operated or accessed by LESA.

A. The following definitions shall apply:

Agency: Means the Pierce County Sheriff's Department (PCSD), Tacoma Police Department (TPD), and the Law Enforcement Support Agency (LESA).

User: Means a criminal justice agency as defined in RCW 10.97, and who is a signatory to this Agreement.

Information: Means any data maintained by LESA (Law Enforcement Support Agency) in manual or automated files, and data obtained through LESA from other agency files or systems such as ACCESS (Washington Central Computerized Enforcement Service System).

Office of Record: LESA is the office of record for the incident data (CAD system - Computer Aided Dispatch, the historical CLEAR system - Consolidated Law Enforcement Automated Records), NetRMS, and Criminal History. Pierce County Corrections is the office of record for JMS (Jail Management System). The Washington State Patrol controls the ACCESS/WACIC (Washington Crime Information Center)/NCIC (National Crime Information Center) systems. Pierce County Juvenile Courts is the office of record for JUDI (Juvenile Detention Information).

Records Custodian: LESA is the records custodian for the Local Warrants data, applications residing on the LESA servers, and data residing in the data warehouse.

- B. It is understood and agreed that LESA has sole authority to determine which of its information, data bases and/or computer systems will be subject to access by USER.
- C. It is understood and agreed that the information maintained or obtained by LESA is solely for its Agency purposes and that USER shall have no right to require or request modifications to the method of retrieval of information. LESA will forward all suggestions for changes and revisions to the LESA Director or designee for review.
- D. It is understood and agreed that LESA reserves the right to impose reasonable charges to USER for the use of and/or connection to the Agency's system as now constituted or as it may be modified, and USER agrees to pay such reasonable charges, as set forth in the Cost Sheet attached hereto as "Attachment F".
- E. It is understood and agreed that USER shall at all times act in strict accordance with the provisions of the Criminal Records Privacy Act, RCW 10.97 and Public Disclosure Law, RCW 42.17, and further, to ensure security and privacy, USER agrees that:
1. All users shall treat information as confidential;
 2. Dissemination of information shall be pursuant to established Agency Policy and Procedures, see Attachment C;

3. Requesters for Agency Criminal History Information or copies of agency documents shall be directed to LESA Records for processing and dissemination, unless authorized by established Agency Policy and Procedures, see Attachment C;
 4. Secondary dissemination of information provided to USER by LESA shall not be made other than as required by law. If dissemination is contemplated, LESA is to be notified consistent with the law.
 5. Reproduction of information contained in computerized and manual files shall not be made except as required by law.
 6. Disposal of printed information shall be by destruction;
 7. USER shall insure that physical security measures are present to prevent loss, modification, and authorized access to information;
 8. It is further understood and agreed that USER shall abide by LESA Information Services Policy, which is attached hereto as "Attachment A" and made a part of hereof by this reference.
 9. It is further understood and agreed that USER acknowledges all specific agreement clauses which are attached hereto as "Attachment B" and made a part of by this reference [this does not apply].
 10. USER further agrees that it has executed and is bound by and shall abide by the ACCESS/WACIC/NCIC User Acknowledgment which is attached hereto as "Attachment C" and made a part of hereof by this reference.
 11. It is further understood and agreed that USER acknowledges all clauses in the Dispatch Services Agreement which are attached hereto as "Attachment D" and made a part of by this reference.
 12. It is further understood and agreed that USER acknowledges all clauses in the Records Management Services Agreement which are attached hereto as "Attachment E" and made a part of by this reference.
- F. It is further understood and agreed that USER shall limit access to criminal justice employees who are authorized to access such information, and further, ensure that the use of such information is limited to the purposes of criminal justice, as set forth in RCW 10.97. Further, USER agrees that the placement of the computer shall be in secure location, with access limited to the aforementioned criminal justice employees whom shall have individually identified user accounts.
- G. It is further agreed between the parties that LESA is authorized to audit the use of the system by USER, and further, is authorized to immediately disconnect USER in the event of any perceived violation of the conditions of this Agreement herein.
- H. The annual charges will be calculated and delivered, per the current cost allocation model, to the USER on or before June 30th for the up-coming year of service.
- I. The USER agrees to defend, indemnify and hold harmless the Agency, including PCSD, TPD and LESA and its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceeding however caused, arising directly from, or indirectly out of, any action or conduct of the USER in the exercise or enjoyment of this Agreement.

Law Enforcement Support Agency

J. Either party may request changes in this Agreement. Any and all modifications shall be mutually agreed upon and incorporated by written amendment to this Agreement and executed by the parties hereto.

K. This agreement will be effective on the effective date listed below and will remain in effect until canceled. Either the USER or LESA may terminate this Agreement at any time, with or without cause, by notice in writing to the other. This notice is to be given a minimum of four (4) weeks prior to the termination date, except as provided in paragraph G of this Agreement. Written notices shall be provided, in the case of LESA, to:

Director
Law Enforcement Support Agency
930 Tacoma Av S., Room 239
Tacoma, Washington 98402

L. This agreement represents the entire agreement between those parties and supersedes any prior oral agreements, discussions, or understandings between the parties.

DATED this ___ day of _____, _____.

EFFECTIVE the ___ day of _____, _____.

Law Enforcement Support Agency

By: _____

Print Name: _____

USER:

Provide written notices to:

By: _____

Print Name: _____

Approved as to Form:

Assistant City Attorney

Attachment A
Information Services Policy

Purpose: The purpose of this policy is to delineate the responsibilities of LESA and user agencies in regard to Information Technology activities such as Internet access, security, acquisition and maintenance of applications, work stations, and printers, and to establish a protocol for connecting to the LESA network and computer systems.

1. Acquisition and Maintenance:

- A. Work stations, and printers presently in use by user agencies that have been supplied by LESA may continue in use. When such units need to be replaced, it is the responsibility of the user agency to provide the replacement. The unit supplied by LESA shall be returned to LESA for disposal and removal from inventory.
- B. Additional work stations, printers, and connectivity devices shall be the responsibility of the user agency. Any wiring, modems, phone lines, etc. required to connect the devices to the computer is the responsibility of the user agency, unless, specifically covered by this Agreement in "Attachment B". Any such items that relate to the LESA system shall be approved by LESA to insure that it is compatible with the system, will not degrade other users and that LESA's systems have the capacity to accept the device.
- C. Maintenance of both existing and additional user related equipment is the responsibility of the user unless specifically covered by Agreement in "Attachment B". User related equipment is defined as all items from the port on the computer to the particular device.
- D. Any user-supplied software that has the capability of impacting the LESA Systems shall be approved by LESA prior to installation.
- E. LESA will provide technical assistance through LESA Information Technology Staff, per the hourly cost set by the LESA Executive Board
- F. LESA is responsible for maintaining the LESA system, including the connectivity devices, work stations, monitors, and printers used solely in LESA. LESA is also responsible for CAD work stations and monitors that are owned by LESA.

2. Internet Access:

- A. Internet access will be for business purposes only. Entertainment or convenience use is not acceptable.
- B. Access to the Internet from any PC connected to the LESA's wide area network is only allowed via the LESA's centralized Internet connection. Alternate methods of Internet access, such as using a modem to access America On-Line, compromise the LESA's network security exposing it to potential harm from computer hackers. Alternate methods further violate access rights to other systems connected to LESA's wide area network. Requests for exceptions to this rule must be reviewed and approved by the LESA Information Technology Assistant Director.

3. Internet and Intranet Use:

- A. All USER employees are responsible for using computer resources in an ethical, responsible and legal manner.
- B. Use of the Internet, including e-mail to and from the Internet, through USER or LESA equipment will only be for USER employees, and/or only for USER business related purposes.
- C. USER Management is responsible for managing use of the Internet by their staff, restricting use or limiting time as they see appropriate.
- D. USER employees should consider their Internet activity as public information and manage their activity accordingly. All Internet traffic goes out beyond the protected LESA network into a wide reaching network that is not secured.
- E. LESA Information Technology monitors and reports on the Internet activity on the LESA's network.
- F. The viewing and downloading of offensive material from the Internet or any non-official (non-LESA) use is not allowed.
- G. All copyrighted information and software found on the Internet must be respected.
- H. Virus checks must be completed on all files and e-mail attachments downloaded from the Internet.
- I. When using the Internet through USER or the LESA resources, USER employees are representing the USER and the LESA, thus all communications across the Internet shall be professional and appropriate.
- J. Software packages, including screen savers, should not be configured to automatically retrieve updated information from the Internet during normal LESA business hours (7:30am to 5:00pm). Request for exceptions to this can be directed to the Information Technology Assistant Director for analysis of impact on LESA resources.

4. Electronic Mail:

- A. The LESA Electronic Mail system is to be used only for the LESA and USER business. As such, the LESA officials may inspect messages at any time.
- B. While in the office, all employees have the responsibility to check their mailbox once per day and to delete all old E-Mail envelopes in a timely manner.
- C. Do not send junk mail or other non-business mail. The E-mail system will not be used as a method of communicating non-essential, non-official or non-LESA information to other system users.
- D. System-wide messages will only be used by the E-Mail administrator.
- E. A username unique throughout LESA will be assigned to each LESA E-Mail user. This allows the LESA E-Mail system to work properly when sharing messages with other organizations and the Internet.
- F. Each message you receive and each message you send is stored on your server until you delete the envelope. Over time the accumulation of all these messages for all the users takes up quite a bit of disk space.
- G. All E-Mail messages can be requested from the system under legal actions and by the LESA system Administrators or as authorized by LESA Administration.

H. Generic names for E-Mail users will not be allowed except as authorized by the Information Technology Assistant Director.

5. General Use:

- A. USER will establish a central point of contact for the LESA so that USER can be notified of impending changes, system non-availability and other technical issues.
- B. USER is responsible for ensuring USER employees understand how to get assistance from the LESA should problems occur.
- C. The LESA will provide support in accordance with terms outlined above or as modified in Appendix B.

Attachment B
Specific Agreement Clauses

1. It is further understood and agreed that USER acknowledges all clauses in the Dispatch Services Agreement which are attached hereto as "Attachment D" and/or the Records Management Services Agreement which are attached hereto as "Attachment E" and made a part of by this reference. [Where this may apply].
2. It is further understood and agreed that USER desires LESA maintenance, repair and installation services of USER owned terminals, work stations, printers and communication devices connected to the LESA systems.
 - a. The LESA and its agents and representatives shall at all reasonable times be given access to the units connected to the LESA systems for the purpose of inspecting, altering, repairing, improving or removing the same.
 - b. The described work will be done on site, unless it can be more expediently done in the shop or at a vendor depot.
 - c. USER shall reimburse the LESA for these services at the current rate set forth in the LESA fee schedule as well as all materials, parts and vendor charges provided at the LESA cost. Payment shall be due within thirty (30) days of presentation of invoice, listing time, parts, materials and vendor charges.
 - d. The LESA fee schedule is available upon request and if changed by the LESA Executive Board action will be distributed to USER.
3. [Specific items that are particular to an agreement]

Attachment C



**ACCESS/WACIC/NCIC
USER ACKNOWLEDGMENT**

I. Introduction

Since its inception, the National Crime Information Center (NCIC) has operated under a shared management concept between the FBI and state users. The NCIC Advisory Policy Board established a goal of having a single state agency in each state assume responsibility as the NCIC Control Terminal Agency (CTA) for the state, through and by which NCIC users in that state would access NCIC. The CTA is responsible for the planning of necessary hardware, software, funding, and training all authorized agencies within the state for complete access to NCIC data services. .

The Board approved the CTA concept in order to unify responsibility for system user discipline, and adherence to system procedures and policies within each state. The CTA also serves as a central point in its state for handling record validations, quality control matters, dissemination of manuals and other publications, security matters, user training, audits, and any other problems concerning system use that may arise.

The responsibilities of the Control Terminal Officer (CTO) are detailed in several documents related to the ACCESS/WACIC/NCIC system. This agreement outlines the varied responsibilities of a CTO as they pertain to the NCIC system.

FBI NCIC responsibilities under this shared management concept includes provision of:

- Operational, technical, and investigative assistance to NCIC users;
- Telecommunications lines to a state interface;
- Legal and Legislative review of matters pertaining to NCIC;
- Timely information on all NCIC aspects of system usage by means of the NCIC Operating Manual, Technical and Operational Updates, and related documents;
- Staff research assistance;
- Training and training materials to the control terminal agencies.

The following documents are incorporated by reference and made part of this user acknowledgment: WACIC Manual; ACCESS Manual; NCIC Computerized Criminal History (CCH) Program Background, Concept and Policy, as amended or superseded by implementation of the Interstate Identification Index (III) Program; code of Federal Regulations, Title 28, Part 20; NCIC Standards as recommended by the NCIC Advisory Policy board and approved by the FBI Director, applicable federal and state laws and regulations: ACCESS/WACIC rules, regulation, and policies as recommend by the Advisory Council on Criminal Justice Services.

II. DEFINITIONS

"Control Terminal Agency (CTA)"

In Washington, the CTA is the Washington State Patrol NCIC Control

Terminal Officer (CTO)"

The NCIC CTO is the Commander of the Washington State Patrol's Criminal Records Division.

The CTO and his agency will be responsible for monitoring system use, enforcing system discipline, and assuring ACCESS, WACIC, and NCIC operating procedures are followed by all users of the respective telecommunications lines, as well as other related duties as outlined by this document.

"Terminal Agency Coordinator (TAC)"

A TAC shall be appointed at each terminal location and be Level II certified. The TAC shall be responsible for ensuring his/her agency is in compliance with state and NCIC policies and regulations, including validation requirements.

"Timeliness"

WACIC/NCIC records must be entered promptly to ensure maximum system effectiveness.

A timely entry in the Wanted Person File is made immediately once:

1. The decision to arrest or authorize arrest has been made: and
2. The terms of extradition have been established.

The date of want or warrant must be the date on which all those decisions were

made.

A timely removal from the file means an immediate clearing of the record once the originating agency has documentation the fugitive has been arrested or is no longer wanted.

Timely system inquiry means initiation of the transaction before an officer releases a subject or begins writing an arrest or citation document of any kind; inquiry prior to the release of a person who has been incarcerated; or inquiry upon those who appear at a custodial facility to visit inmates.

Timeliness of entry/modification in the Missing Person File is generally the same as in the Wanted Person File.

Timely entry/modification of vehicle, license plate, and vehicle part data matches the wanted person standard, less the extradition considerations. Entry should be made as soon as a cross-check of the Department of Licensing's Registration File has been completed.

Timely entry of gun, article, and securities information means within a few hours of the time complete information is available.

"Validation"

Validation (vehicles, plates, fugitives, missing person entries) obliges the ORI to confirm the record is complete, accurate, and still outstanding or active. Validation procedures are defined in Section IV-C of this agreement.

"Completeness"

Complete records of any kind include all information available on the person or property at the time of entry. The validation process should include a review of whether additional information has become available (missing from original entry) that could be added.

Complete inquiries on persons include numbers that could be indexed in the record (i.e., Social Security, passport, VIN, license plates, driver's license, etc.). Inquiries should be made on all names/aliases used by the suspect. Complete vehicle inquiries include VIN and license plate numbers.

"Accuracy"

The accuracy of WACIC/NCIC data must be double-checked by a second party. The verification should include assuring the data in the WACIC/NCIC record matches the data in the investigative report and that other checks (VIN/license numbers) were made. Agencies lacking support staff for this cross-checking should require the case officer to check the record, as he/she carries primary responsibility for seeking the fugitive or the stolen property.

III. OPERATIONAL RESPONSIBILITIES

To ensure the proper operation of WACIC/NCIC, the standards, procedures, formats, and criteria, as contained in ACCESS/WACIC operating manuals, will be followed. A specific operational situation is:

Hit Confirmation Policy

The agency that obtains a hit has the ability to designate to the entering agency one of two priorities for confirmation.

PRIORITY 1: URGENT

Confirm the hit within 10 minutes. In those instances where the hit is the only basis for detaining a suspect or the nature of a case requires urgent confirmation of a hit, the highest level of priority should be specified.

Each agency must, within 10 minutes, furnish to an agency requesting a record confirmation, a response indicating a positive or negative confirmation or a notice of a specific amount of time necessary to provide a response to the request for record confirmation.

PRIORITY 2: ROUTINE

Confirm the hit within one hour. Generally, this priority will be used when the person is being held on local charges, property has been located under circumstances where immediate action is not necessary, or an urgent confirmation is not required.

Each agency must within one hour, furnish to an agency requesting a record confirmation, a response indicating a positive or negative confirmation or a notice of a specific amount of time necessary to provide a response to the request for record confirmation.

An agency requesting confirmation which fails to receive a response to the first request shall generate a second request with a copy to the CTO. The CTO will institute appropriate action to ensure proper response to a hit confirmation request

and to comply to system standards. This appropriate action may include canceling the record by the CTA.

IV. QUALITY ASSURANCE RESPONSIBILITIES

A. Introduction

Criminal justice agencies have a specific duty to maintain records that are accurate, complete, and up-to-date. The CTA will ensure there are standards for security, audits, and personnel training; which would allow the dissemination of accurate and up-to-date records.

B. Record Quality

Errors discovered in WACIC/NCIC records are classified as serious errors, form errors, or an error trend.

- (1) Serious errors: WACIC/NCIC will advise the ORI via teletype message of an apparently erroneous record and request it be verified, changed, or canceled within 24 hours. The record will be canceled if neither a response is received nor corrective action has been taken during the allotted time.
- (2) Form errors or error trends: the CTA will notify the ORI by letter of the corrective action to be taken. No further notification or action will be taken by the CTA.

C. Record Validation

WACIC/NCIC periodically prepares listings of records on file for validation purposes. Validation listings are prepared pursuant to a schedule, as published in the WACIC Operating Manual. These listings are mailed to the originating agency.

Validation obliges the ORI to confirm the record is complete, accurate, and still outstanding or active. Validation is accomplished by reviewing the original entry and current supporting documents, and by recent consultation with any appropriate complainant, victim, prosecutor, court, motor vehicle registry files, or other appropriate source or individual. In the event the ORI is unsuccessful in its attempts to contact the victim, complainant, etc., the entering authority must make a determination based on the best information and knowledge available whether or not to retain the original entry in the file. Validation procedures must be formalized and copies of these procedures must be on file for review during an NCIC/ACCESS audit.

Each agency will receive a letter explaining what records are contained in the validation and general procedures for validating the records. A "REPLY

REQUIRED' letter is included for the agency to certify the records have been validated.

Validation certification means: (1) the records contained on the validation listing have been reviewed by the originating agencies; (2) the records which are no longer current have been removed from WACIC/NCIC and all records remaining in the system are valid and active; (3) all records contain all available information; and (4) the information contained in each of the records is current and accurate, including appropriate extradition information.

If the CTA has not received a certification response from an agency within the specified period of time, the CTA will purge from WACIC/NCIC all records which are the subject of that agency's validation listings. (NOTE: If a CTA fails to certify any validation listing to the NCIC within the specified time, all invalidated records from that state will be purged by the NCIC.)

V. SECURITY RESPONSIBILITIES

A. General

Security guidelines, relating to WASIS and NCIC III criminal history record information, are set forth in the NCIC Computerized Criminal History Program Background's Concept and Policy as superseded by the III program, in Title 28; Code of Federal Regulation, Part 20, Subparts A and C; and by state statute in RCW 10.97 and Washington's Administrative Code, chapter 446-20.

All agencies participating in the ACCESS system must comply with and enforce system security.

B. Originating Agency Identifier (ORI)

The assignment of an ORI to an agency is not a guarantee of access to the systems. The ultimate decision regarding who may access WACIC/NCIC lies with the CTA.

The CTO will coordinate the assignment of new ORI numbers, the change in ORI location or address, any other changes, cancellations, or retirements of ORIs accessing WACIC/NCIC. The agency shall notify the CTO of any such changes.

Application for assignment of new ORIs shall be made directly to the CTO. Such application shall contain documentation of the agency's statutory authority as a criminal justice agency and a statement that indicates the agency allocates more than 50 percent of its annual budget to the administration of criminal justice. Non-criminal justice agencies will be denied an ORI, unless under management control of a criminal justice agency, a copy of the management control agreement must be submitted to the CTO.

VI. COMPUTERIZED CRIMINAL HISTORY RECORD INFORMATION RESPONSIBILITIES

- A. Each agency shall conform with system policies, as established by the ACCESS/WACIC manuals, before access to criminal history record information is permitted. This will allow for control over the data and give assurance of system security.
- B. The CTA is responsible for the security throughout the system it services, including all places where terminal devices are located. Upon determination that a terminal is in non-conformance with system management or security policy, the CTA has the authority to impose sanctions, including termination of service.
- C. The rules and procedures governing direct terminal access to criminal history record information shall apply equally to all participants in the system.
- D. All criminal justice agencies having direct access to computerized CHRI data from the system shall permit an NCIC or WACIC audit team to conduct appropriate inquiries with regard to any allegations of security violations. Agencies must cooperate with these audits and respond promptly.
- E. All computers and manual terminals interfaced directly with the ACCESS/WACIC/NCIC systems for the exchange of criminal history record information must be under the management control of a criminal justice agency, as defined by the NCIC CCH background and policy document.
- F. Each agency shall have in place a system for logging all inquiries of the III, which log shall include the name of the individual within the criminal justice agency to whom the response is given. These logs shall be maintained for at least 12 months from the date of inquiry and must be available to assist in the State or National audit program.
- G. Each agency receiving an III response shall record any secondary dissemination. These logs shall be maintained for at least 12 months from the date of inquiry.

Agencies must institute a program of systematic self-audits as a means of guaranteeing the completeness and accuracy of the information in the system. These self-audits should be on a continual basis to ensure both quality assurance and compliance with standards.

Compliance audits will cover the following areas of the III, WACIC/NCIC stolen property, and person records:

Accuracy

All WACIC/NCIC entries shall contain no erroneous data.

Completeness

All information contained in a WACIC/NCIC entry or in a criminal history record shall contain the most pertinent information available.

Timeliness

All entries, modifications, updates, and removals of information shall be completed, processed, and transmitted as soon as possible, in accordance with established standards.

Locates

All wanted/missing persons, and property records, which are apprehended or recovered, shall be promptly placed in 'located' status, except those located outside of the stated area of extradition or return.

Security

It is the responsibility of an agency to protect its information against unauthorized access, ensuring confidentiality of the information in accordance with laws, policies, regulations, and established standards.

Dissemination

All information released shall be in accordance with applicable laws and regulations, and a record of dissemination of criminal history records shall be maintained for one year and made available for NCIC/WACIC audit review.

VII. ADMINISTRATIVE RESPONSIBILITIES

- A. The agency shall respond to requests for information by the FBI NCIC of WACIC in the form of questionnaires, surveys, or similar methods, to the maximum extent possible, consistent with any fiscal, time, or personnel constraints of that agency.
- B. The CTO shall offer system training to agencies accessing WACIC/NCIC through the state computer. Agencies shall assign appropriate employees to attend classes when offered. If employees are using inquiry only functions, they must attend Level I certification training. Employees entering information into

the NCIC/WACIC system and Terminal Agency Coordinators (TAC) must attend Level II certification training. All certifications must be renewed biennially.

- C. The CTO will distribute, within the state criminal justice community, the ACCESS/WACIC manuals, NCIC Code Manuals, and as requested, miscellaneous publications in order to enhance effective use of the WACIC/NCIC system. The agency shall incorporate such changes upon receipt.

ACKNOWLEDGMENT

As an agency head/director serving in the ACCESS/WACIC/NCIC system, I hereby acknowledge the duties and responsibilities as set out in this document, as well as those documents incorporated by reference. I acknowledge that these duties and responsibilities have been developed to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of the WACIC/NCIC system. I also acknowledge that a failure to comply with these duties and responsibilities will subject my agency to various sanctions. These sanctions may include the termination of ACCESS/WACIC/NCIC services to my agency.

Agency Head (Please Print)

Date

Agency Head Signature

Agency Name

Attachment D
Dispatch Services Agreement

Purpose: The purpose of this attachment is to delineate the responsibilities of LESA and USER in regard to police dispatch services and fees associated therewith.

1. Charges shall be based on cost allocations determined by the LESA Executive board.
2. In consideration of the services charges here after defined, LESA will receive and dispatch calls for police service. LESA will monitor the status of the assigned police units.
3. Each party is responsible for maintaining its own radio and communication equipment. Any phone line or device charges for LESA to receive calls shall be the responsibility of USER.

Attachment E
Records Management Services Agreement

Purpose: The purpose of this attachment is to delineate the responsibilities of LESA and USER in regard to RMS records management services and fees associated therewith.

1. Charges shall be based on cost allocations determined by the LESA Executive board.
2. In consideration of the service charges here after defined, LESA will provide records management support for RMS data entry and approvals using UCR/WIBR/NIBR standards in the form of training, problem solving, auditing and statistical gathering.
3. Each party is responsible for maintaining its own equipment. Any phone line or device charges for LESA to share data shall be the responsibility of USER.

LAW ENFORCEMENT SUPPORT AGENCY



930 Tacoma Avenue South Room 239
Tacoma, Washington 98402

Telephone: (253) 798-6078

Fax: (253) 798-4313



July 3, 2002

Chief Mitch Barker
Gig Harbor Police Dept
3105 Judson Street
Gig Harbor, WA 98335

Subject: LESA Costs for 2003-2004

Dear Chief Barker:

Attached please find a copy of the estimated break down of costs to your agency for LESA services for the years 2003-2004. There are two primary "drivers" in the costs indicated. The first "driver" is the cost of supporting the LESA budget for the next biennium. The budget process is just now beginning, so we do not know what that final approved budget figure will be. Therefore, we are predicating this first cost component on both low and high estimates. The low estimate includes the minimum resources and funding we'd like to have approved, including personnel and capital funding for the continued development of the LEADS environment. (For the years 2001-2002, these costs were borne primarily by Pierce County and the City of Tacoma.) The high estimate starts with the lower amount, but then adds six Communications Officers to answer 9-1-1 calls. The second "driver" is simply the type and amount of services your agency requires. (It should be noted that we used the most recent Budgeted Commissioned Officer counts and usage figures we had on file. These can be adjusted at a later date if necessary.) Once again, it is a combination of these "drivers" (including low and high budget figures) that makes up the estimated cost of LESA services to your agency.

One other important point is that the cost figures for your agency could increase or decrease beyond the limits noted in the attachment, depending on the final budget approval and unexpected revenues or costs. However, we have taken great care in preparing these figures, and we are hopeful that they represent a very reliable cost estimate for your planning purposes. Please also know that we realize the difficulty of balancing governmental budgets, and we are doing everything we can to ensure efficient and effective support services as well as truly equitable cost distribution.

Should you have any questions about the costing methodology or related matters, please feel free to contact our financial specialist, Dorian Stockman, at 798-7232 or me at 798-4029. Should you so desire, members of my staff and I would be very happy to meet with you personally to go over the costing figures.

Thank you once again for your participation in the LESA network of services.

Sincerely,


John Pirak, Director
Law Enforcement Support Agency

Attachments
Cc: file copy

ATTACHMENT F

2003-2004 Preliminary LESA Budget and Billing Estimates
City of Gig Harbor

	2003 Low Estimate	2003 High Estimate
Total Estimated LESA Budget	\$14,318,808	\$14,639,093
Total Estimated Billable Costs:	\$140,625	\$145,013

	2004 Low Estimate	2004 High Estimate
Total Estimated LESA Budget	\$14,843,899	\$15,173,939
Total Estimated Billable Costs:	\$146,735	\$151,257

	Without Criminal Justice			
	2003Reboot	2003COs	2004Reboot	2004COs
IPD	\$6,043,613	\$6,184,167	\$6,310,989	\$6,455,824
PCSD	\$4,561,177	\$4,671,437	\$4,733,119	\$4,846,737
Lakewood	\$1,572,309	\$1,613,177	\$1,650,806	\$1,692,918
HP	\$470,878	\$483,512	\$494,317	\$507,336
Highwood	\$132,087	\$135,418	\$138,817	\$142,250
Dupont	\$45,077	\$46,244	\$46,257	\$47,460
Eastonville	\$43,782	\$44,918	\$44,926	\$46,096
Fife	\$0	\$0	\$0	\$0
FirCrest	\$94,517	\$97,371	\$98,132	\$101,072
Gig Harbor	\$142,941	\$147,329	\$148,703	\$153,224
Lynnallup	\$170,406	\$170,406	\$151,035	\$151,035
Roy	\$8,877	\$9,282	\$9,743	\$10,161
Ruston	\$31,111	\$31,700	\$31,060	\$31,667
Steilacoom	\$83,898	\$85,999	\$84,407	\$86,573
Sumner	\$29,657	\$29,657	\$24,961	\$24,961
Fil Lewis CID	\$41,267	\$41,267	\$34,659	\$34,659
US Marshal	\$8,584	\$8,584	\$7,208	\$7,208
US Pre Trial	\$7,136	\$7,136	\$6,042	\$6,042
FBI	\$17,567	\$17,567	\$14,797	\$14,797
Radio Maintenance	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0
Permits	\$70,000	\$70,000	\$70,000	\$70,000
LE Svcs	\$24,000	\$24,000	\$24,000	\$24,000
Records Search	\$8,000	\$8,000	\$8,000	\$8,000
Police Misc	\$5,600	\$5,600	\$5,600	\$5,600
Misc	\$100	\$100	\$100	\$100
911 Funding	\$706,222	\$706,222	\$706,222	\$706,222
Total Revenue	\$14,318,806	\$14,639,092	\$14,843,900	\$15,173,941

	With Criminal Justice			
	2003Reboot	2003COs	2004Reboot	2004COs
IPD	\$6,032,418	\$6,172,972	\$6,299,435	\$6,444,270
PCSD	\$4,571,122	\$4,681,382	\$4,742,819	\$4,856,437
Lakewood	\$1,594,379	\$1,635,247	\$1,670,615	\$1,712,728
HP	\$464,821	\$477,454	\$488,962	\$501,980
Highwood	\$130,377	\$133,708	\$137,280	\$140,712
Dupont	\$44,174	\$45,341	\$45,481	\$46,684
Eastonville	\$42,904	\$44,040	\$44,175	\$45,345
Fife	\$0	\$0	\$0	\$0
FirCrest	\$92,919	\$95,772	\$96,772	\$99,713
Gig Harbor	\$140,625	\$145,013	\$146,735	\$151,257
Lynnallup	\$173,552	\$173,552	\$153,640	\$153,640
Roy	\$8,865	\$9,270	\$9,733	\$10,150
Ruston	\$30,263	\$30,852	\$30,336	\$30,943
Steilacoom	\$81,671	\$83,773	\$82,515	\$84,680
Sumner	\$27,587	\$27,587	\$23,240	\$23,240
Fil Lewis CID	\$38,291	\$38,291	\$32,174	\$32,174
US Marshal	\$7,964	\$7,964	\$6,689	\$6,689
US Pre Trial	\$6,619	\$6,619	\$5,606	\$5,606
FBI	\$16,335	\$16,335	\$13,770	\$13,770
Radio Maintenance	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0
Permits	\$70,000	\$70,000	\$70,000	\$70,000
LE Svcs	\$24,000	\$24,000	\$24,000	\$24,000
Records Search	\$8,000	\$8,000	\$8,000	\$8,000
Police Misc	\$5,600	\$5,600	\$5,600	\$5,600
Misc	\$100	\$100	\$100	\$100
911 Funding	\$706,222	\$706,222	\$706,222	\$706,222
Total Revenue	\$14,318,808	\$14,639,093	\$14,843,899	\$15,173,939

	Difference			
	2003Reboot	2003COs	2004Reboot	2004COs
IPD	\$11,195	\$11,195	\$11,554	\$11,554
PCSD	-\$9,945	-\$9,945	-\$9,700	-\$9,700
Lakewood	-\$22,070	-\$22,070	-\$19,809	-\$19,810
HP	\$6,057	\$6,058	\$5,355	\$5,356
Highwood	\$1,710	\$1,710	\$1,537	\$1,538
Dupont	\$903	\$903	\$776	\$776
Eastonville	\$878	\$878	\$751	\$751
Fife	\$0	\$0	\$0	\$0
FirCrest	\$1,598	\$1,599	\$1,360	\$1,359
Gig Harbor	\$2,316	\$2,316	\$1,968	\$1,967
Lynnallup	-\$3,146	-\$3,146	-\$2,605	-\$2,605
Roy	\$12	\$12	\$10	\$11
Ruston	\$848	\$848	\$724	\$724
Steilacoom	\$2,227	\$2,226	\$1,892	\$1,893
Sumner	\$2,070	\$2,070	\$1,721	\$1,721
Fil Lewis CID	\$2,976	\$2,976	\$2,485	\$2,485
US Marshal	\$620	\$620	\$519	\$519
US Pre Trial	\$517	\$517	\$436	\$436
FBI	\$1,232	\$1,232	\$1,027	\$1,027
Radio Maintenance	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0
Permits	\$0	\$0	\$0	\$0
LE Svcs	\$0	\$0	\$0	\$0
Records Search	\$0	\$0	\$0	\$0
Police Misc	\$0	\$0	\$0	\$0
Misc	\$0	\$0	\$0	\$0
911 Funding	\$0	\$0	\$0	\$0

ATTACHMENT F

DCP at 2 users

With 2 Probation Users
 Used of Prelim Budget & Cost Estimates
 to Small Towns 7-3-02



City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER *MB*
SUBJECT: LAW ENFORCEMENT MUTUAL AID AND MOBILIZATION AGREEMENT
DATE: SEPTEMBER 11, 2002

INFORMATION/BACKGROUND

We currently have a mutual aid agreement between all the law enforcement agencies in Pierce County. The need to also add a statewide mobilization agreement became apparent during the WTO riots in Seattle. This agreement adds a statewide mobilization agreement and updates the county wide mutual aid agreement. Once the agreement is in place, we can proceed with legislation on a state level to help recover the costs of regional mutual aid responses.

Carol Morris has reviewed and provided her comments during the crafting of the agreement. She is available to discuss this agreement with you should you desire.

FISCAL IMPACTS

There are no fiscal impacts associated with this agreement.

RECOMMENDATION

I recommend that the Council approve the Mayor to enter into this Law Enforcement Mutual Aid and Mobilization agreement.

**INTERLOCAL COOPERATIVE AGREEMENT
TO PROVIDE LAW ENFORCEMENT MUTUAL AID AND MOBILIZATION
BETWEEN THE CITIES OF PIERCE COUNTY
AND PIERCE COUNTY**

1. **DATE AND PARTIES.** This Agreement is dated, for reference purposes only, the day of ____, 2002, and is entered into by and municipal corporations or towns organized or created under the laws of the State of Washington and the Sheriff's Office of Pierce County.
2. **AUTHORITY FOR AGREEMENT.** This Agreement is entered into as an interlocal agreement pursuant to the Interlocal Cooperation Act as codified in Chapter 39.34 of the Revised Code of Washington, specifically RCW 39.34.080.
3. **PURPOSE OF THE AGREEMENT.** Each party has the power, authority and responsibility to provide police protection for its citizens within its boundaries. On occasion, the demand for law enforcement services within a city or the county may exceed that department's ability to respond in a timely manner. When that occurs, the police department or departments of other cities or the county may be capable of providing backup law enforcement services. In order to fulfill their respective obligations to their citizens, the parties are desirous of providing backup law enforcement services to each other under the terms and conditions set forth below.
4. **MUTUAL AID LAW ENFORCEMENT SERVICES.** Each party will, to the best of its ability, furnish mutual aid law enforcement services to, and at the request of, any other party whose police department is taxed beyond its ability to respond and render law enforcement services in a timely manner. Each city and the county shall confer police authority on those police officers from other jurisdictions providing mutual aid law enforcement services and enforcing the requesting department's ordinances. The mutual aid officers shall proceed at the direction of the requesting department's police chief or sheriff or their designee. If, in the exercise of its discretion, the responding department determines that its own police department does not provide the requested mutual aid services, then such department shall immediately notify the requesting department of the former's inability to respond. The responding department shall be the sole judge of its police department's ability to respond and assumes no liability for declining to respond.
5. **SERVICES INCLUDED.** For purposes of this Agreement, mutual aid law enforcement services shall mean supplemental response to assist at least one officer from the primary agency. Such services will typically be of a first responder type of service such as patrol response. Response protocols for this Agreement are outlined in "Addendum A".

6. TERM. This Agreement shall be effective on _____ for one (1) year (s), regardless of the date of execution and shall be automatically renewed on _____ of each successive year. Any party may terminate its participation in this Agreement by giving 60 days notice of termination to the other parties hereto.
7. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that in the performance of this Agreement, they are acting as independent contractors and not as agents of each other.
8. INDEMNITY AND HOLD HARMLESS. Each city and county which is a party to this Agreement hereby agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature and from whatever cause arising out of or connected with the performance of this Agreement, and to indemnify and hold the other cities and the county and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by that city's and the county's employees, of this Agreement. All liability for salaries, wages and other compensation of law enforcement officers shall be that of their respective employers.
9. GOVERNING BODY. This Agreement shall be administered by a joint board consisting of the police chief of each named municipality and the Pierce County Sheriff. Meetings may be called upon the request of any 3 board members with 7 days minimum notice.
10. COUNTERPARTS. This Agreement shall be signed in counterparts and, if so signed, shall be deemed one integrated agreement.
11. MODIFICATION. The parties may amend, modify, or supplement this Agreement only by written agreement executed by the parties hereto.
12. MERGER AND ENTIRE AGREEMENT. This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes and entire contract between the parties.

City of _____

County of Pierce _____

By: _____
Mayor

By: _____
Pierce County Sheriff

City of _____

By: _____
City Manager

ADDENDUM "A"
PIERCE COUNTY MUTUAL AID
RESPONSE PROTOCOLS
FOR LAW ENFORCEMENT

I. Authority

All parties to the Pierce County Mutual Aid Agreement will ensure a process is established to commit manpower and resources.

II. Request For Mutual Aid

1. In the event of major disorder or other law enforcement operation the first law enforcement resources to be used shall be those of the primary responsible agency. In the event that such resources are inadequate to control the situation by the primarily responsible agency, or there is a need for a specialized unit, a request for mutual aid under this plan will be made directly to an assisting agency. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment required, and shall further specify where and to whom such officers are to report and where and to whom the equipment should be delivered.
2. Rendering assistance under the terms of this agreement shall not be mandatory, except that the requestee should immediately inform the requestor if, for any reason, assistance cannot be rendered, it being understood that consideration which might preclude the dispatch of assistance must be determined by the requestee.
3. In the event of mobilization under this agreement, the primary responsible agency shall assume incident command, unless the primarily responsible agency specifically requests that a different law enforcement agency fulfill this responsibility, or unless the scope of the problem is multi-jurisdictional, in which case a unified command shall be established. This shall include directing the assignment of all personnel and equipment. The assignment of duties to officers of assisting agencies shall be made by the incident commander of the primary responsible agency unless that responsibility is delegated to a different law enforcement agency as indicated above.
4. The primary responsible agency shall have the responsibility of establishing a command post and notifying all assisting agencies at the earliest possible time of its location. The Incident Commander shall establish a command post in such a manner as to provide an area suitable for the staging and directing of all resources.

III. Arrests

Arrest policies will be determined by the Incident Commander in charge of the event. Transportation of prisoners to a designated jail will be coordinated by the Incident Commander.

The primary responsible agency will be responsible for providing supplies that are reasonably needed to sustain the responding officers in enforcing the law and maintaining order. Each agency will be responsible for any repairs and /or damages done to their own vehicles as a result of participation in mutual aid.

IV. Insurance

No signatory shall be held liable to another signatory for damages, loss of equipment, injury to personnel, or payment of compensation arising as a result of assistance rendered under the terms of this agreement.

V. Commissions & Authority

Full-time, paid, commissioned officers who are responding to any call for mutual aid shall be automatically commissioned by virtue of the mutual aid agreement, through the commissioning authority of the primary responsible agency and, therefore, shall be empowered to exercise the same police authority during the time of the mutual aid as though they were full-time commissioned officers of the primary responsible agency. This provision shall apply whether the mutual aid request is of:

- (a) A formal nature between department heads;
- (b) A less formal nature through agreement of watch commanders or shift supervisors; or,
- (c) When the officers of one jurisdiction cross jurisdiction boundaries to aid or assist the officers of another jurisdiction signatory to this agreement.

If signatory agencies have reserve officers or part-time officers, in addition to full-time paid, commissioned officers, they shall normally be exempt from the automatic commissioning, except those reserve officers working under the immediate supervision of a full-time officer. Reserve or part-time officers may be extended automatic commissioning at the direction of the department head who requests mutual aid, PROVIDED HOWEVER, that such determination should be worked out in advance among the heads of the signatory agencies.

VI. Command

The underlying principle of mutual aid is that other agencies are serving as a resource to another agency's request. Therefore, the Chief of Police or his designee; Sergeant, Lieutenant, Captain, etc., of the requesting agency maintains incident command and be aided by those resources sent in response to this request for aid. In the event that the emergency is of such a nature that it exceeds the individual jurisdictional boundaries, a unified command shall be established until the mutual aid situation ceases to exist and operations return to normal boundaries

Whenever significant resources from other agencies must be mobilized and brought into a jurisdiction in order to resolve a given problem, even when the scope of the problem is such that it is physically contained within the boundaries of the specific single jurisdiction requesting mutual aid, it is expected that an appropriate incident command staff be developed and that the senior staff officers responsible for the

mutual aid assets will fill roles within the incident command structure. Successful mutual aid operations must be based upon professional respect and also upon acknowledgement of the fact that the Incident Commander in charge also is responsible and legally liable for his decisions and actions. It must also be borne in mind that those in charge of mutual aid assets are still free to accept or refuse to carry out requests requiring specific missions which would utilize and exhaust the assets for which they are responsible.

VII. Control

While the question of technical command and responsibility is one which requires specific designation of an Incident Commander, the exercise of control over responding mutual aid units and combinations of units brings up an entirely different set of concerns. Wherever possible, the supervisor or staff officer in charge of a group of responding units from an assisting agency would report to the Incident Commander as liaison and be assigned to specific tasks or missions, for which he would use his own departmental personnel. NOTE: Because of the possibility that reserve officers will be used in many responses to requests for mutual aid, it is important to establish and record their presence and to verify the fact that they are certified reserves within the scope of the definition of the "Peace Officer Powers Act," and have met the requirements established by the Washington Criminal Justice Training Commission. Reserve officers should generally work under supervisors or regular officers from their own agencies, but under some circumstances (depending on the scope of the operation), might be configured into a special reserve contingent for handling special assignments such as road block, evacuation, fixed-point traffic control, etc.

VIII. Press Relations

It shall be the responsibility of the requesting agency in conjunction with the Incident Commander to establish a press area and to assign a public information officer to handle immediate inquiries during any given incident. All releases of information through this source should be approved by the Incident Commander.

IX. Record Keeping

It shall be the responsibility of the Incident Commander to establish a Planning and intelligence Section. The Planning and intelligence section will keep an accurate log of what mutual aid agencies, personnel and vehicles are involved in the emergency, and during what periods, along with the assignments which they were given and any actions which they took. A formal written Incident Action Plan and After Action Report will be completed by the planning intelligence section and the requesting agency.

The Pierce County Chiefs Association through the Regional Operations Committee shall annually update and review plans and policies, and make recommendations for change.



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
SUBJECT: BORGEN BOULEVARD TOPSOIL AND HYDROSEEDING PROJECT,
CSSP - 0201
- PROJECT AWARD
DATE: SEPTEMBER 23, 2002

INTRODUCTION/BACKGROUND

One remaining component of work from the East/West Roadway project is the placement of topsoil and hydroseed within the planter strip areas along Borgen Boulevard. This work was deleted from the original contract scope of work due to the concerns of erosion and lack of growth that would have occurred during the originally scheduled February 2002 placement. Consequently, this work was deleted from the City's original road contractor, Tucci & Son's scope of work.

The City recently contacted five landscaping contractors from the small works rooster and requested a quotation for the above-mentioned work. Two proposals were returned to the city. The apparent low bidder, Perkins Landscaping, withdrew their proposal after proposal opening, stating their bid did not reflect labor costs. The second and remaining proposal submitted was from Hydroseeding Supply N.W.

The proposal is in the amount of eighty-six thousand, nine hundred ninety-one dollars and forty cents (\$86,991.40), inclusive of State of Washington sales tax.

ISSUES/FISCAL IMPACT

This project was identified as an objective in the 2001 Street Operating Fund and was carried over into the 2002 Street Operating Fund Budget in the East West Road Project funds.

RECOMMENDATION

I recommend that the Council authorize the award and execution of the contract for the Borgen Boulevard Topsoil and Hydroseeding Project (CSSP-0201) to Hydroseeding Supply N.W. for a quotation proposal in the amount of eighty-six thousand, nine hundred ninety-one dollars and forty cents (\$86,991.40), inclusive of State of Washington sales tax.



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 9/06/02

TO: CITY OF GIG HARBOR
RE: CHANGE OF CORPORATE OFFICERS/STOCKHOLDERS APPLICATION

UBI: 601-181-656-001-0002

License: 367497 - 1J County: 27
Tradename: HY-IU-HEE-HEE
Loc Addr: 4309 BURNHAM DR WA 98335
GIG HARBOR

Mail Addr: 4309 BURNHAM DR WA 98335-1062
GIG HARBOR

Phone No: 253-851-7885 PATTI ISEMAN

APPLICANTS:
ISEMAN, INC.
ISEMAN, PATTI JEAN
1950-12-03 457-92-2492
RECEIVED
SEP 2002
CITY OF GIG HARBOR

Privileges Applied For:
SPIRITS/BR/WN REST LOUNGE -
CATERING

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time.

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: CIVIC CENTER USE RULES AND FEES
DATE: SEPTEMBER 18, 2002

INFORMATION/BACKGROUND

The central main floor of the City of Gig Harbor Civic Center requires use rules for elected and appointed bodies, staff members, and the public. The attached rules and fees are typical of public access facilities in the local area, like fire stations and schools. The rules and fees satisfy Civic Center use issues that involve custodial care, supervision and safety, and facility rental.

POLICY CONSIDERATIONS

These use rules limit the frequency of non-city governmental uses and prohibit uses by private, for-profit corporations or other private businesses, except the local Chamber of Commerce.

FISCAL CONSIDERATIONS

Rental fees, on a per-day basis, are set at \$75 for the Council Chambers, at \$50 for Training Room A, at \$50 for Training Room B, and at \$50 for the lobby area. Rental fees include administrative overhead, custodial care and general supervision. In some instances, additional supervision may be necessary.

RECOMMENDATION

Staff recommends approval of the policy as presented.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, SETTING RULES, CHARGES AND FEES FOR THE USE OF THE CITY OF GIG HARBOR CIVIC CENTER.

WHEREAS, the City of Gig Harbor will permit public use of the central main floor of the City of Gig Harbor Civic Center; and

WHEREAS, the City administration has prepared policies for use and a schedule of fees that relates to facilities usage; and

WHEREAS, it is necessary for the orderly use, scheduling and maintenance of the central, main floor of the Civic Center to establish fees that relate to rental, custodial care and supervision of certain rooms and areas within the facility; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The "Public Use of City Civic Center Facilities," attached as Exhibit A hereto and incorporated herein by this reference as if set forth in full, is hereby adopted as the official rules for use and as the official schedule of fees and charges for use of Civic Center facilities in the City of Gig Harbor.

RESOLVED this ____ day of September, 2002.

APPROVED:

GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 9/17/02
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

EXHIBIT 'A'

Public Use of City Civic Center Facilities

1. **PURPOSE:** The purpose of this policy is to provide for maximum use and enjoyment of City Civic Center facilities by the public while preserving availability of the Civic Center facilities to serve the primary mission of the City. Therefore, any public use may be preempted by department needs in the event of an emergency. In furtherance of this policy, the City of Gig Harbor will allow public use of its facilities, pursuant to this policy and procedure and consistent with the reasonable regulations contained herein.
2. **SCOPE:** The scope of this policy includes all Civic Center central main floor facilities.
3. **AUTHORITY AND RESPONSIBILITY:** This policy and the related procedures shall be administered by the City Administrator or designee. Scheduling of Civic Center facilities shall be the responsibility of the designated Administrative Receptionist.
4. **CLASSIFICATION OF USERS:** User groups using Civic Center facilities shall be prioritized and classified as follows:

Category 1 – City Activities. Use of the facilities by city government functions and other city - sponsored activities.

Category 2 – Non-City Government Agencies, Civic or Service Use, not-for-profit Organizations, and local Chamber of Commerce. Meetings or activities sponsored by Pierce County, cities, the State of Washington or any of its departments, law enforcement, schools, or other government organizations and activities. Also, meetings or activities sponsored by civic not-for-profit organizations, service clubs, or the local Chamber of Commerce. Finally, meetings or activities of other not-for-profit organizations such as homeowners associations and similar non-commercial groups. Category 2 groups must schedule the Civic Center rooms at least two weeks in advance, may only schedule as far in advance as the end of the following calendar month, and shall schedule on a first-come, first-served basis. Category 2 groups may not use city facilities for regularly recurring meetings, such as monthly meetings of clubs and associations; except for Pierce County PAC.

Category 3 – Private, for-profit, corporations or other private business – FACILITIES NOT AVAILABLE.

5. **AVAILABILITY/SECURITY:**
 - A. **Civic Center:** Civic Center rooms available for public use include Council Chambers, Training Room A, Training Room B, and Lobby Area. Any of the identified rooms may be scheduled at the Civic Center for public use, provided that a Civic Center custodian is on shift. Lobby and lunchroom facilities are not available during business hours, and are not exclusively available at any time.

- B. **Availability of Other Facilities:** Generally, the restrooms at the Civic Center public facilities shall remain open and available to the public, but other rooms, except those specifically set forth herein are generally not available for public access.
- C. **Scheduling:** Groups other than city staff or official city government bodies must schedule the central main floor Civic Center rooms at least two weeks in advance, and may only schedule as far in advance as the end of the following calendar month. All fees must be paid at the time of scheduling to secure the reservation. Such fee payments are non-refundable within one week of the reserved date, in the event cancellation is requested. The Facilities Use Agreement, which includes guidelines for cleanup, setting up and taking down tables, must be signed at the time of scheduling. The person picking up the key will be required to sign the agreement and must be designated as the supervisor who will be in direct charge of group activities. Televisions, VCRs, overhead projectors and easels may be reserved at no additional charge. These items should be requested at the time of scheduling, or they will be unavailable.
- D. **Additional Supervision: A city staff member may be assigned to a group based on the size and activity. If a group:**
 - has more than fifty people in it.
 - will be holding the meeting before or after regular business hours including weekends.
 - in the judgment of the city, the scheduled activity will require additional support.

The expense of the staff member will be borne by the user. The rate is \$20 an hour in addition to applicable facility fees. It will be at the discretion of the City Administrator or designee whether or not the staff member will be required for the entire time the user is renting the facility.

6. CATEGORY 2 FACILITY FEES:

- A. **Rental Fees:** Regardless of hour duration, Civic Center City Council Chamber - \$75 per day; Training Room A - \$50 per day; Training Room B - \$50 per day; Lobby Area - \$50 per day.
- B. **Supervision Fee:** \$20 per room per hour, if applicable.
- C. **Lunch Room:** If available, no charge.
- D. **Coffee, tea and other refreshments** are not provided by the city and are the responsibility of the scheduling group.

7. GENERAL REGULATIONS FOR USE OF FACILITIES

The following regulations apply to use of all Civic Center facilities:

- A. Functions conducted in the central main floor Civic Center facilities shall not be in violation of any Pierce County or City of Gig Harbor ordinances or regulations. Similarly, all functions shall be in compliance with the laws of the State of Washington.
- B. The maximum number of people permitted in any city Civic Center facility shall be restricted to the posted occupancy limits. Occupancy limits are as follows: Room 232, Council Chambers - 108; Room 235, Training Rooms A & B - 60 (30 each side of divider); Room 318, Room 202, Lobby Area - 54.
- C. Smoking is prohibited in all city facilities.
- D. Alcoholic beverages are prohibited in Civic Center facilities.
- E. All uses shall not begin before 9:00 a.m. and shall be finished by 9:00 p.m., including cleanup, unless other arrangements are made at the time of application.
- F. Prior to the scheduling of the facilities, the user group must sign the facilities use agreement. The person signing the agreement will be designated as the group supervisor who will be in direct charge of group activities.
- G. User groups should come prepared with the necessary copies, transparencies and office supplies such as papers and pens, as the city is unable to provide such items at public expense.
- H. Care should always be taken while moving tables and chairs, so that walls, doorways and floors are not scratched or damaged. This care includes carpeted areas.
- I. Meals may not be eaten in the carpeted classrooms, except for catered box lunches. Meal or food requests shall be made together with the regular room reservation.
- J. Prior to leaving, all tables and chairs are to be returned to their original position. Any spills should be cleaned up, white boards erased and lights turned out. Every attempt should be made to leave the building spotlessly clean. The group supervisor shall personally inspect the room used by the group with the city staff member, if assigned, to determine compliance with after-activity clean-up.
- K. Should an emergency arise during normal operating hours (9:00 a.m. to 5:00 p.m.) requiring emergency service (fire, medical or police), the user group shall notify the receptionist. After normal operating hours, the group supervisor shall call 9-1-1 from the telephone in the Council Chamber, the Training Rooms, or the Lunch Room. If any injury, accident or illness occurs, after administering first-aid and contacting 9-1-1, the scene shall be secured and the custodian shall be contacted.

- L. The user group shall be responsible for any building damage, lost or misplaced equipment and any other losses deemed to be the responsibility of the user group.
- M. No tape of any kind may be used on walls, white boards, windows, or doors. Pushpins or tacks may be used to attach visual aids if authorized by the custodian.
- N. No activity shall interfere with any other activity taking place in the same building. Consideration must be given to those who work in the building, especially with regard to noise levels. User groups and sponsors shall remind participants, when leaving classrooms, to be considerate of other users of the facility.
- O. Due to the nature of the facility, outside users should expect ongoing activities in and around the buildings and grounds.

Public Use of Civic Center Facilities Agreement

THIS AGREEMENT is hereby made by and between the City of Gig Harbor (hereinafter the "city") and the following organization, hereinafter referred to as "User Group".

1. **Purpose.** The purpose of the agreement is to provide the terms and conditions upon which the city will make Civic Center facilities available to the user group. The city is pleased to share its facilities with the public. The city desires to help make such meetings a success. In order to continue making facilities available, the regulations attached to this agreement must be complied with by all user groups. Any user group that fails to comply with these regulations may be denied the right to use the facilities in the future.

2. **Approval.** On behalf of the user group, the undersigned agrees to be the activity supervisor and agrees to ensure that the user group and all of its members, agents and participants comply with all of the regulations contained on the reverse side hereof.

 Name of Activity Supervisor () _____
 Daytime Telephone Number

 Name of Organization _____
 Date of Meeting/Activity

Purpose of Meeting/Activity: _____ _____
 Hours of Meeting/Activity

Civic Center Room Requested:

City Council Chambers - \$75.00/day _____ Training Room A - \$50.00/day _____
 Lobby Area - \$50.00/day _____ Training Room B - \$50.00/day _____

 Signature of Activity Supervisor _____
 Date

(For Office Use Only)

Approved By	Date	Rental Fee Paid	\$ _____
Request Denied By	Date	Supervision Fee Paid	\$ _____
Reason for Denial		Total Fees Paid	\$ _____
		Applicant Notified	_____
			Initials Date