



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

Subject	Regular Meeting Minutes	Date	04/15/15
Recorder	Sue Rufener/Police Clerk	Start Time	4:00 PM
Committee Chair	CC Jeff McGinty	End Time	5:00 PM
Committee Members	CM Jeff McGinty; CM Jim Henry; CM Kenneth Thomas		
Staff present	Mayor Becky Erickson; Court Administrator Linda Baker; RM Kylie Purves; Chief Al Townsend; Judge Jeff Tolman; DC John Halsted		

Agenda		
No.	Topic	Action/Recommendation/Discussion
1.	Administrative:	
	a. Approval of March minutes	Postponed until May meeting
2.	Questions & Concerns of the Committee:	
	a.	None
	b.	
	c.	
3.	Municipal Court:	
	a. Status of Prosecutor change	Judge Tolman discussed RM Purves taking over the Prosecutor as of May 6 th .
	b. Staff at MCA Conference	Judge Tolman advised that two staff members will be attending a MCA conference in Leavenworth
	c.	<p>The Judge shared that there are fewer defendants on EHM or doing Community Service, fewer DUI's & assaults cases are being filed, and cases regarding thefts from WalMart are ongoing.</p> <p>CA Baker mentioned that we are seeing some older cases due to KCPO cleaning up cases that they have</p> <p>RM Purves mentioned that she will be taking a 2nd look at some of the cases that KCPO had previously declined to prosecute and will possibly be charging some of those cases</p> <p>CM McGinty asked Judge Tolman about how the program for fining defendants according to their income was going. The judge discussed how EHM and Community Service play a part in that and how the adjustments have not been much of an impact at this point.</p>

4.	Police:	
	<p>a. Inter Local Agreement for WestNet (attachment)</p>	<p>Chief Townsend discussed the Westnet Interlocal Agreement, advising that it would be beneficial to stay part of the agreement as it spells out important jurisdictional issues. Chief briefly described how Westnet works and the communication between agencies.</p> <p>A motion was made by CM Thomas and 2nded by CM McGinty to send the ILA to Council. Motion passed</p>
	<p>b. Marine Grant</p>	<p>DC Halsted discussed the Marine Grant award of \$6,743 to the Police Department, conditions of the award, and the monies received from boating tabs etc.</p> <p>Chief Townsend discussed the problems dealing with transient vessels. He is looking for a Homeland Security Grant to combine boats with the Fire Department to update our current boat situation</p> <p>Mayor Erickson mentioned needing a more robust boat with better usage to help with the inability to fight fires on the water; dealing with potential problems with the live-aboards; the consequences of non action and the potential for problems with the environment due to fuel spills etc; the need for better cooperative efforts with the other agencies</p>
	<p>c. Department update</p>	<p>CM Henry asked about the weapons replacement situation; Chief Townsend discussed that the PD has received the first (1/3) instalment of the replacement weapons; DC Halsted advised that these weapons will be distributed at Range practice.</p> <p>Chief Townsend gave a brief body camera update; mentioning that it is believed that the bill will not go thru this legislative session;</p> <p>Chief Townsend discussed the newly hired officer, mentioning her background; Also discussed the 2nd new hire should be starting on May 15th or June 1st and how that background investigation is going.</p> <p>Chief discussed how the 2nd officer is a back fill for the School Resource Officer and that Officer Shawn</p>

		Ziemann has been assigned as the SRO Chief Discussed a new law that has gone into effect in New Mexico in regards to civil seizures and the potential affects if that should happen in Washington
5.	Risk Management/Prosecutor:	
	a. Prosecutor coverage Inter-local Agreement – with Bremerton	RM Purves discussed the Inter-local Agreement for Legal Services with Bremerton and how that will work
	b.	
	c.	
7.	Adjourn. Next meeting May 20th, 2015	Adjourned at 1700

INTERLOCAL AGREEMENT FOR LEGAL SERVICES
Prosecution Services

This Agreement is by and between the City of Bremerton ("Bremerton") and the City of Poulsbo ("Poulsbo") and is made and entered into pursuant to the provisions of Chapter 39.34 RCW.

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act) permits local governmental units to enter into agreements with one another for governmental services;

NOW THEREFORE, in consideration of the mutual covenants hereinafter stated, the parties hereto agree as follows:

SECTION I.
PURPOSE

The purpose of this Agreement is for Bremerton and Poulsbo to provide each other with occasional support and back-up prosecution services in the cities' municipal courts.

SECTION II.
SCOPE OF SERVICES

The cities will provide each other with in-court and other necessary prosecution services, including but not limited to charging criminal cases, filing necessary motions, and requesting search warrants.

This Agreement does not create a duty to provide services at a particular date or time. The requested services will be provided at the sole discretion of the party receiving the request, based on timing and availability of personnel. The parties will in good faith provide services when able.

SECTION III.
TERM OF AGREEMENT

The term of this Agreement is five (5) years from May 1, 2015.

SECTION IV.
TERMINATION OF AGREEMENT

This Agreement may be terminated by either party, with or without cause, upon fourteen (14) days' notice to the other party.

SECTION V.
PAYMENT

The parties agree that there will be no compensation for services rendered under this Agreement. Consideration for this Agreement is the mutual support and back-up prosecution services provided by the parties hereto.

**SECTION VI.
INSURANCE AND HOLD HARMLESS**

Bremerton and Poulsbo attorneys are independent contractors when they are performing work for the other city that is covered by this Agreement. Each city shall maintain insurance for its attorneys performing work under this Agreement to the same extent it provides insurance for all other attorneys in its employ.

Poulsbo agrees to be solely responsible for the acts or omissions of its personnel which occur or arise in any way out of the performance of this Agreement. Poulsbo agrees to save and hold Bremerton, its personnel and officials, harmless from all costs, expenses, losses, and damages, including cost of defense, incurred as a result of any acts or omissions of Poulsbo or its personnel relating to the performance of this Agreement.

Bremerton agrees to be solely responsible for the acts or omissions of its personnel which occur or arise in any way out of the performance of this Agreement. Bremerton agrees to save and hold Poulsbo, its personnel and officials, harmless from all costs, expenses, losses, and damages, including cost of defense, incurred as a result of any acts or omissions of Bremerton or its personnel relating to the performance of this Agreement.

It is specifically and expressly understood that the indemnification provided herein constitutes each city's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**SECTION VII.
GENERAL PROVISIONS**

(a) This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

(b) The parties acknowledge that the Bremerton City Attorney and the Poulsbo Prosecutor retain ultimate prosecutorial discretion in their respective jurisdictions in all matters within the scope of this Agreement.

(c) Any notices required to be given shall be in writing and delivered to the following parties at the following addresses:

Bremerton City Clerk
345 Sixth Street, Ste. 600
Bremerton, WA 98337

Poulsbo City Clerk
200 NE Moe Street
Poulsbo, WA 98370

(d) This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Kitsap County, Washington.

(e) The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

(f) Failure to insist upon strict compliance with any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

(g) This Agreement does not establish a separate legal entity. No joint property shall be acquired under this Agreement. The Agreement shall be administered by Bremerton's City Attorney and Poulsbo's Prosecutor.

(h) Each party to sign this Agreement shall publish a copy hereof on its web site, and list the Agreement by subject on its web site.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year indicated.

CITY OF BREMERTON

CITY OF POULSBO

PATTY LENT, MAYOR Date

BECKY ERICKSON, MAYOR Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

ROGER A. LUBOVICH,
CITY ATTORNEY

JAMES HANEY
CITY ATTORNEY

RECEIVED FOR FILING:

RECEIVED FOR FILING:

SHANNON CORIN,
CITY CLERK

NICOLE STEPHENS,
CITY CLERK

**Kitsap County Sheriff's Office
614 Division Street
Port Orchard, WA 98366**

INTERLOCAL DRUG TASK FORCE AGREEMENT

This Interlocal Agreement is made and entered into pursuant to the provisions of Chapter 39.34 RCW, this 30th day of June, 2015, by and between the Counties of Kitsap, Pierce and Mason and the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo, Shelton, and the Washington State Patrol and Naval Criminal Investigative Service.

RECITALS:

1. The high level of illegal sale and use of controlled substances in the Counties of Kitsap, Pierce and Mason and the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo and Shelton has had increasingly serious and adverse effects on the quality of life in these counties and cities.
2. These counties and cities have, in recent years, found it necessary to spend even greater resources in fighting the problems caused by the illegal sale and use of controlled substances.
3. The parties desire to enter into an agreement in order to centralize supervision and enhance the efforts of the law enforcement agencies to combat controlled substance trafficking.
4. Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements for their mutual advantage.

Now, therefore, the parties hereto, through their respective legislative bodies, do hereby agree as follows:

SECTION 1. DEFINITIONS.

For purposes of this agreement:

- a. "Agency" and "agencies" means the member agencies of the Drug Task Force, those being the Sheriff Offices of Kitsap, Pierce and Mason Counties and the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo, Shelton and the Washington State Patrol and Naval Criminal Investigative Service.
- b. "Advisory Board" means the representative body for the Drug Task Force and shall consist of the Chiefs of Police of the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo and Shelton, the Sheriffs and Prosecutors of the Counties of Kitsap, Pierce and Mason, and the Chief of the Washington State Patrol and Supervisor in charge of the Naval Criminal Investigative Service.
- c. "Jurisdictions" means the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo and Shelton, the Counties of Kitsap, Pierce and Mason, and the State of Washington.
- d. "Drug Task Force" means a drug enforcement agency created by this agreement.
- e. The "WestNET Fund" means the account within the Kitsap County Treasurer's Office, which is administered by the Kitsap County Sheriff for the purpose of receipt and disbursement of drug forfeiture funds and court ordered contributions in accordance with section 7 of this agreement.
- f. "Drug Task Force Operations Fund" or "Operations Fund" means the fund administered by one of the member agencies for the purpose of receipt and disbursement of monies from the "WESTNET Fund" for day-to-day operational purposes of the Task Force.
- g. "Task Force Operation" means any drug law enforcement activity in which an officer assigned to the Task Force takes an active part. Task Force operations may also

include controlled substance law enforcement activity in which the Task Force member's sole participation was to supply intelligence information to the arresting agency, or in which the Task Force provided follow-up support such as evidence processing, case preparation, warrant request, or follow-up investigation, if such intelligence or ancillary support is deemed substantial by the Advisory Board. In its reviewing capacity as described in Section 6.a, the Board shall determine whether such intelligence or ancillary support in any given case has been substantial so as to make the activity a Task Force operation.

h. "Task Force Coordinator" means a Kitsap County Sheriff's Office Lieutenant or above elected by the Board.

SECTION 2. PURPOSE.

The purpose of this agreement is to provide for and regulate the joint efforts of the City, County, State and Federal law enforcement to combat violations of controlled substance laws within the contracting jurisdictions for their mutual advantage. In order to accomplish this purpose the task force and advisory board does and must operate confidentially and without public input. The parties do not intend to create through, this Agreement, a separate legal entity subject to suit.

SECTION 3. GENERAL DUTIES OF THE PARTIES.

a. The County of Kitsap, through its Sheriffs Office, the County of Pierce, through its Sheriffs Office, the County of Mason, through its Sheriffs Office, the City of Bainbridge Island, through its Police Department, the City of Bremerton, through its Police Department, the City of Port Orchard, through its Police Department, the City of Poulsbo, through its Police Department, the City of Shelton, through its Police Department and the Washington State Patrol and Naval Criminal Investigative Service

shall assign such full time investigators to work in the task force as the drug enforcement needs require and the respective departmental staff levels permit.

b. Each jurisdiction shall pay all costs associated with its officers and equipment when assigned to the Task Force. The Washington State Patrol will contribute a supervisor and pay all related costs associated with its officer and equipment.

c. Each contributing agency shall act as an independent contractor and not as employee of the Task Force or of another party to this agreement. As such, each party shall not have the authority to bind other parties nor control employees of other parties, contractors or other entities.

d. Pursuant to RCW 10.93.040, personnel assigned to the Task Force shall be considered employees of the contributing agency, which shall be solely and exclusively responsible for that employee. All rights, duties and obligations of the employer shall remain with the contributing agency. The personnel assigned by the contributing agencies shall continue under the employment of that agency for purposes of any losses, claims, damages, or liabilities arising out of or related to the services provided to the Task Force or the activities of the Task Force. Each agency agrees to hold harmless, defend, and indemnify the other parties in the Task Force in any action arising from the negligence of the employees of that agency including all costs of defense including attorney's fees.

e. The Office of the Kitsap County Prosecutor shall, in addition to its normal duties in the prosecution of Kitsap County felony drug violations, represent the Cities, Kitsap County, and the State in real and personal property forfeitures and drug nuisance abatement proceedings initiated by Task Force assigned personnel. The parties agree that

the Office of the Kitsap County Prosecutor shall receive as reimbursement for such representation a sum equal to ten percent (10%) of the drug forfeiture cash and cash proceeds from sales of property forfeited as a result of such representation, provided, however, that such reimbursement shall not exceed the annual salary and benefits of a Grade Q02, Step 3 Deputy Prosecuting Attorney. Such reimbursement shall be disbursed to the Office of the Kitsap County Prosecuting Attorney upon the final conclusion, including any appeal, of each forfeiture proceeding referenced above. We understand that the Deputy Prosecuting Attorney assigned to represent the parties in the Task Force may also, upon agreement by the respective elected Prosecuting Attorney's in Pierce and Mason County, represent the parties in the Task Force in forfeiture proceedings in that county as a special Deputy Prosecuting Attorney.

f. Pursuant to RCW 10.93.070, law enforcement personnel assigned on a full or part-time basis to the task force shall have full police powers within the geographical area of Kitsap, Pierce and Mason Counties. Personnel assigned to the Task Force shall conform to their agency's rules and regulations, as well as Task Force ~~policy~~ Operating Guidelines. All disciplinary matters will be the responsibility of the individual agencies.

g. Reports of Task Force Operations shall be generated and maintained as a Kitsap County Sheriff's Office record.

SECTION 4. DURATION.

This agreement shall take effect on July 1st, 2015 and terminate on June 30th, 2018 provided; however, this agreement may be renewed annually by mutual agreement of the parties.

SECTION 5. GENERAL ADMINISTRATION.

a. The Kitsap County Sheriff shall administer the WestNET Fund in accordance with applicable laws, this Agreement and any other mutually agreed Operating Guidelines. The Task Force Operations Fund shall be administered by the Task Force Coordinator or designee in accordance with the State Auditor's accounting standards for imprest investigative funds and such other standards as the Advisory Board may prescribe.

b. The Advisory Board shall meet at least quarterly, provide guidance to the Task Force coordinator and supervisors, and supervise the use of the WestNET Fund and Operations Fund. Each member of the Advisory Board shall have an equal voice, as long as the agency has at least one full time investigator assigned to WestNET, in all Board matters.

c. The Advisory Board shall appoint a Task Force Coordinator to supervise the daily operations of the Task Force according to this Agreement and the Operating Rules Guidelines of the Task Force.

d. The Advisory Board or designee shall have the authority to apply on behalf of the Task Force for such grant funds as may be available from federal, state, or private sources, for the furtherance of Task Force objectives.

SECTION 6. PROPERTY AND EQUIPMENT.

a. The Advisory Board or designee shall determine whether property seized and forfeited in a Task Force operation is to be retained for use by the Task Force or sold to generate cash for Task Force purposes. All cash proceeds from such sales of forfeited

property shall be promptly deposited in the WestNET Fund, as shall all cash seized and forfeited in a Task Force operation.

b. All cash, property and proceeds from property forfeited pursuant to RCW 69.50.505 by Task Force Operations shall be managed and disbursed only as provided in said RCW 69.50.505. In the event that the Task Force otherwise acquires any equipment; the parties agree to use the equipment only for such law enforcement purposes as are established by the Advisory Board.

c. Upon dissolution of the Task Force, all property, provided to the Task Force by the participating agencies and all forfeited property, other than money, remaining in the Task Force's possession shall be returned to the respective contributing agencies. Any Task Force-owned property and other cash or cash proceeds remaining in the possession of the Task Force (including monies in the WestNET Fund) shall be divided as follows: ten percent shall go to the Kitsap County Prosecutor as attorney for the Task Force; ten percent to the Washington State Patrol; eighty percent shall be allocated pro-rata between the Cities and the Counties according to the number of officer months spent in Task Force service by support, operational and command personnel of their respective police agencies, during the term of this agreement.

d. Notwithstanding the termination of this Agreement and distribution of Task Force properties as herein described, such property and monies shall remain subject to the use restrictions of RCW 69.50.505 in the hands of each party until fully expended for the law enforcement purposes permitted in said RCW 69.50.505.

SECTION 7. HANDLING OF FUNDS.

a. The WestNET Fund shall be held by the Kitsap County Treasurer, who will disburse the fund according to such standards and direction as the Advisory Board shall provide. All interest earned on monies in the fund shall be credited to the fund and remain therein until disbursed according to this agreement.

b. The Task Force Coordinator or designee shall maintain a fund of ready cash so that day-to-day needs of the Task Force can be met. This shall be called the Task Force Operations Fund and shall be limited in amount to \$25,000.00, or such other limit as the Advisory Board shall permit. The Operations Fund may be kept and maintained at such location and in such manner as the Task Force Coordinator or designee shall determine, subject to the Washington State Auditor's standards on imprest investigation funds and such other requirements as the Advisory Board may establish.

c. In accordance with RCW 69.50.505, cash proceeds from the sale of drug forfeiture property seized by WestNET shall be delivered to the Kitsap County Treasurer and shall be deposited in the WestNET Fund. The State's share shall be remitted to the Washington State Treasurer, as required by the statute. A copy of the Kitsap County Treasurer's receipt and transmittal form for each such deposit, identifying the forfeiture case by name and/or number, shall be promptly provided to the Task Force Coordinator or designee.

d. In order to ensure compliance with this agreement, the parties agree that all forfeitures made pursuant to RCW 69.50.505 by each party shall be made available upon a reasonable request for disclosure by the Advisory Board.

e. Kitsap County, Pierce County, Mason County, the City of Bainbridge Island, the City of Poulsbo, the City of Port Orchard, the City of Bremerton, the City of Shelton, and the Washington State Patrol currently may assign a detective and/or supervisor to the task force. The Advisory Board agrees to reimburse Kitsap County, Pierce County, Mason County, the City of Bainbridge Island, the City of Poulsbo, the City of Port Orchard, the City of Bremerton, the City of Shelton and the Washington State Patrol for overtime wages up to \$10,000.00 dollars per year for each full-time detective(s) and/or supervisor.

Kitsap County, Pierce County, Mason County, the City of Bainbridge Island, the City of Poulsbo, the City of Port Orchard, the City of Bremerton, the City of Shelton and the Washington State Patrol agree that this interlocal agreement is subject to the terms and conditions of the agreement to reimburse wages/benefits and overtime wages up to a limit as determined by the Advisory Board; that this interlocal agreement is contingent upon continued operation of the task force; that any party may withdraw from the interlocal agreement upon thirty days written notice to each of the other parties; and that funding is subject to fund availability in the WestNET Fund.

f. The Naval Criminal Investigative Service Northwest Field Office as a Federal Law Enforcement Agency is prohibited from providing any form of funding to the WESTNET Fund or the Drug Task Force Operations Fund for the purpose of financially supporting the drug task force, nor can be obligated in the future for any claims against these two funds. In addition, the Naval Criminal Investigative Service and its employees will not receive any form of financial reimbursement from the two funds for any purpose. The disbursement of seized property or assets to the Naval Criminal Investigative Service

will only be considered after a legal review by the Inspector General, Naval Criminal Investigative Service Headquarters.

SECTION 8. AMENDMENT.

This agreement may be amended from time to time as deemed appropriate by the parties, PROVIDED, any such amendment shall become effective only after it has been adopted in writing by each of the parties.

SECTION 9. INTEGRATION.

This agreement contains all the terms and conditions agreed upon by the parties, except necessary operational agreements between the law enforcement agencies of the respective jurisdictions in furtherance hereof. No other understanding, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind either of the parties.

SECTION 10. TERMINATION.

Any party may withdraw from this agreement upon thirty (30) days notices in writing, given to each of the other parties.

SECTION 11. RECORDING WITH AUDITOR.

This agreement shall be recorded with the Kitsap County Auditor upon written final approval of the parties.

COUNTY OF KITSAP

APPROVED:

APPROVED AS TO FORM:

GARY SIMPSON,
Kitsap County Sheriff

Deborah Boe
Deputy Prosecuting Attorney

Dated: _____

Dated: _____

APPROVED:

Kitsap County Board of Commissioners
Port Orchard, Washington

CHARLOTTE GARRIDO, Commissioner

Dated: _____

ED WOLFE, Commissioner

Dated: _____

ROBERT GELDER, Commissioner
Chairman of the Board

Dated: _____

ATTEST

Clerk of the Board

Dated: _____

COUNTY OF MASON

APPROVED:

APPROVED AS TO FORM:

CASEY SALISBURY
Mason County Sheriff

MICHAEL DORSEY
Mason County Prosecuting Attorney

Dated: _____

Dated: _____

APPROVED:

Mason County Board of Commissioners
Shelton, Washington

RANDY NEATHERLIN, COMMISSIONER

Dated: _____

TIM SHELDON, COMMISSIONER

Dated: _____

TERRI JEFFREYS, COMMISSIONER

Dated: _____

ATTEST

Clerk of the Board

Dated: _____

CITY OF PORT ORCHARD

APPROVED:

APPROVED:

GEOFFREY MARTI, Chief of Police

TIM MATTHES, Mayor

Dated: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

GREGORY A. JACOBY, City Attorney

BRANDY RINEARSON, City Clerk

Dated: _____

Dated: _____

CITY OF SHELTON

APPROVED:

APPROVED:

DARRIN MOODY,
Chief of Police

GARY CRONCE, Mayor

Dated: _____

Dated: _____

ATTEST:

VICKI LOOK, City Clerk

Dated: _____

CITY OF BREMERTON

APPROVED:

APPROVED:

STEVEN STRACHAN, Chief of Police

PATTY LENT, Mayor

Dated: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

ROGER LUBOVICH, City Attorney

SHANNON L. CORIN, City Clerk

Dated: _____

Dated: _____

WASHINGTON STATE PATROL

APPROVED:

JOHN R. BATISTE, Chief

Dated: _____

APPROVED AS TO FORM:

Assistant Attorney General

Dated: _____

BUDGET and FISCAL SERVICES

By: _____

Dated: _____

CITY OF BAINBRIDGE ISLAND

APPROVED:

APPROVED:

MATTHEW HAMNER, Chief of Police

DOUG SCHULZE, City Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

LISA MARSHALL, City Attorney

ROSALIND LASSOFF, City Clerk

Dated: _____

Dated: _____

COUNTY OF PIERCE

APPROVED:

APPROVED:

PAUL A. PASTOR
Pierce County Sheriff

JOYCE McDONALD
Council Chair

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Clerk of the Council

Deputy Prosecuting Attorney

Date: _____

Dated: _____

CITY OF POULSBO

APPROVED:

APPROVED:

ALAN TOWNSEND, Chief of Police

BECKY ERICKSON, Mayor

Dated: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

JIM HANEY, City Attorney
OGDEN MURPHY WALLACE, P.L.L.C.

NICOLE STEPHENS, City Clerk

Dated: _____

Dated: _____

NAVAL CRIMINAL INVESTIGATIVE SERVICE

APPROVED:

RONALD A. BELTZ
Special Agent in Charge

Dated: _____

APPROVED AS TO FORM:

Assistant Attorney General

Dated: _____

Don Hoch
Director



STATE OF WASHINGTON
WASHINGTON STATE PARKS AND RECREATION COMMISSION

1111 Israel Road S.W. • P.O. Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500
TDD (Telecommunications Device for the Deaf): (360) 664-3133
www.parks.wa.gov

March 30, 2015

Poulsbo Police Department
Chief John Halsted
PO Box 98
Poulsbo, Washington 98370

Re: Recreational Boating Safety Federal Financial Assistance Grant Letter of Award

Dear Chief Halsted:

The Washington State Parks and Recreation Commission has reviewed and accepted your application for a Recreational Boating Safety (RBS) Federal Financial Assistance Grant and is awarding \$6,743 to your agency. The grant is for the period April 1 to September 30, 2015.

Award Information:

Federal Award Identification: 3314FAS140153
Federal Award Date: 2/3/15
CFDA Number: 97.012

Terms of Acceptance: Acceptance of a Federal Financial Assistance award carries with it the responsibility to comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application form, as approved by State Parks. The signed grant application contains the terms and conditions to which your agency has agreed. I urge you to carefully review your application (enclosed) so you are familiar with each requirement.

Specifically You Have Agreed To:

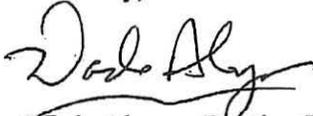
- Provide your agreed upon Local Funding Match as submitted in your A-300 form.
- Carry out your approved Prevention Plan and reach the Measureable Prevention Goals as submitted in your A-300 form.
- Execute the Patrol Plans / Emphasis Patrols / Enforcement Policies by doing the Activity / Product during the Time Frame / Target Date to achieve your Purpose / Outcome as submitted in your A-300 form.
- Conduct the number of Vessel Safety Inspections as submitted in your A-300 form.
- Conduct the number and type of Educational Classes and Activities as submitted in your A-300 form.

- Participate and attend the Community Events and Activities as submitted in your A-300 form.
- Conduct the Presentations to Groups & Schools as submitted in your A-300 form.
- Participate and work with Media to conduct Outreach to Boaters and to execute your Media Plan as submitted in your A-300 form.
- Participate and partner with Community Forums as submitted in your A-300 form.
- Send State Parks any updated or improved Local Ordinances that reduce boating accidents.
- Provide the Instructors listed in your A-300 form if requested by State Parks.
- Ensure the “Marine Lead”, at a minimum, attends all meetings required / requested by State Parks.
- Attend Advanced Training (when offered) and maintain Currency requirements, once they are posted and announced, to ensure compliance with NASBLA Training Standards.
- Emphasize enforcement of:
 - Life jacket requirements;
 - Mandatory boater education (required to be carried by operators born after January 1, 1955 when operating a motor boat of 15 hp or more and not otherwise exempted);
 - Boating Under the Influence (BUI); and
 - “Rules of the Road” and other operating regulations, especially between paddle / human powered vessels and motorized vessels.
- Participate in Operation Dry Water in June 2015.
- Request reimbursement for approved expenditures only. Refer to your Federal Financial Assistance Grant Application (enclosed) for terms and conditions.

Your signature on each *Marine Law Enforcement Grant Invoice Voucher* certifies that your agency has completed the work and has retained copies of all the supporting documentation on file for audit purposes per the commitment in the *Federal Financial Assistance Grant Application – Calendar Year 2015 – April 1 to September 30, 2015*.

If you have questions regarding contract terms, expenditures, or financial invoice billing, please contact Sherri Sweeney at (360) 902-8845 / sherri.sweeney@parks.wa.gov or Tammy Bahr at (360) 902-8843 / tammy.bahr@parks.wa.gov.

Sincerely,



Wade Alonzo, Boating Law Administrator
Washington State Parks and Recreation Commission

Enclosures

cc: Hoyle Hodges, Marine Law Enforcement Coordinator
Sherri Sweeney
Tammy Bahr
Contracts
Fiscal