



**GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE**  
**OCTOBER 12, 2015**  
**5:30 P.M.**  
**COUNCIL CHAMBERS**

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1. **PARKS ALCOHOL POLICY**  
*LORI FLEMM, PARK AND RECREATION DIRECTOR*  
(STAFF REPORT ATTACHED)
  
2. **SCHOOL RESOURCE OFFICER AGREEMENT WITH NORTH THURSTON PUBLIC SCHOOLS**  
*CHIEF DUSTY PIERPOINT, LACEY POLICE DEPARTMENT*  
(STAFF REPORT ATTACHED)



**GENERAL GOVERNMENT COMMITTEE MEETING**  
**October 12, 2015**

**SUBJECT:** Special Event Permit and Policies for Alcoholic Beverage Area Sales and Consumption in Huntamer Park, Regional Athletic Complex, and Woodland Creek Community Park.

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**RECOMMENDATION:** Review the draft Policies and Procedures dated September 23, 2015, and the draft Special Event & Alcoholic Beverage Area Application/Permit No. dated September 23, 2015. And, consider the Board of Park Commissioners recommendation to allow the sale and consumption of alcoholic beverages in conjunction with a community event within Huntamer Park, Regional Athletic Complex, and the Woodland Creek Community Park as a permitted option.

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**STAFF CONTACT:** Scott Spence, City Manager   
Lori Flemm, Parks and Recreation Department Director 

**ORIGINATED BY:** Parks and Recreation Department

**ATTACHMENTS:**

1. [Draft Policies and Procedures dated September 23, 2015.](#)
2. [Draft Special Event & Alcoholic Beverage Area Application/Permit No. dated September 23, 2015.](#)

**FISCAL NOTE:** Administrative fee of \$50 to process application, and alcoholic beverage area fee of \$250 per day should cover additional staff costs associated with permit review and approval. Applicant shall reimburse City of Lacey for direct cost of City personnel and use of City owned equipment during the event.

**PRIOR REVIEW:** Board of Park Commissioners on August 26, 2015, with approval on September 23, 2015.

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## **BACKGROUND:**

At its regular meeting held on August 26, 2015, the Board of Parks Commissioners evaluated the two-year trial period where alcoholic beverage sales and consumption were allowed at two special events held in City of Lacey Parks in 2014 and 2015. The co-chairs of one of the two events also participated in the discussion.

The Park Commissioners concur that the two-year trial period was a success noting that the operators of both special events insured the success by following or exceeding the rules. No law enforcement, traffic, or park maintenance concerns were cited with the policy. The trial period allowed the City an opportunity to determine if alcohol sales and consumption are compatible with the vision and atmosphere desired at Lacey community festivals and city parks. Based on the success of the two-year trial period in two parks, the Park Commissioners considered extending the option to other parks. However, only Woodland Creek Community Park was considered suitable for special events with alcoholic beverage sales. The Park Commissioners were willing to amend the policy to allow the trial period to be permanent and to include Woodland Creek Community Park as another location for alcoholic beverage area sales and consumption.

LMC 2.44 gives authority to the Parks Board to make such rules and regulations in regard to the use of the parks and other recreational facilities as shall best serve the interests of the public. Current Park Rules do not allow patrons to “Consume or sell alcohol without prior written approval and all necessary permits and insurance.”

At the monthly meeting on September 23, 2015, the Board of Park Commissioners met with representatives of the Lacey Chamber of Commerce who sponsor the annual BBQ Festival at Huntamer Park and the Rotary Club of Hawks Prairie who sponsor the annual Mushroom Festival at the Regional Athletic Complex to discuss revisions to the policy and permit application related to alcoholic beverage sales. Representatives concurred with the proposed revisions.

On November 6, a revised policy and permit application were approved by the Board of Park Commissioners to be forwarded to the City Council.

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## **ADVANTAGES:**

1. Alcoholic beverage sales and consumption have been held in conjunction with the past two Mushroom Festivals at the Regional Athletic Complex, and the past two BBQ Festivals at Huntamer Park, both of which have proven to be successful and “problem-free,” as well as compatible with the vision and atmosphere desired at community festivals.
2. The adopted policy and permit language provide clear guidelines for the sale and consumption of alcohol within three city parks (i.e., Humtamer Park, Regional Athletic

Complex, and Woodland Creek Community Park). Additionally, proposed rules clarify expectations and parameters for organizations seeking permission to engage in this activity as part of a community event within three designated park locations.

**DISADVANTAGES:**

1. None identified.



The Applicant shall make application on the Special Event and Alcoholic Beverage Area Application form provided by the City of Lacey Parks and Recreation Department. Additional information may be required. Applications are available at the Parks and Recreation Department office in Lacey City Hall (420 College Street SE / phone 360.491.0857), or online at [www.ci.lacey.wa.us](http://www.ci.lacey.wa.us). ~~Should the sponsoring organization of either event change in 2015, the 2015 sponsor must be a non-profit organization to be eligible to participate in the trial period.~~ the special event must be a non-profit organization.

Application for a special event permit for alcoholic beverage area may be made a maximum of fifteen months and no less than ninety (90) days prior to the desired date, and must be made in person by written application. No phone reservations will be accepted.

Use of the Facility, approval of alcoholic beverage area and assessment of fees will be approved in writing by the City of Lacey, upon internal review by the following Departments if applicable to the site specific special event or facility: Community Development (Building Official/Fire Marshal), Public Works, Police, Parks and Recreation.

Alcoholic beverage area fee will be a \$100-per day charge as noted on the permit application. ~~The City of Lacey Parks and Recreation Dept. Scholarship Fund and Summer Lunch/Playground Pals Program Fund shall be the beneficiary of one percent (1%) of gross sales when the applicant disburses proceeds to charitable causes.~~

A Special Event Permit for Alcoholic Beverage Area Sales and Consumption may be revoked for violation of policies and/or conditions. Permits shall not be assigned or sublet.

~~Any special event, participating in the two year trial period, held in 2014 at which alcohol is sold or consumed shall be evaluated in writing within 30 days following the event, with said written evaluation submitted to the Parks and Recreation Department for review and comment by the Board of Park Commissioners prior to issuance of a special event permit for alcoholic beverage area sales and consumption for calendar year 2015.~~

## **Definitions**

### **Applicant**

Person(s) or group(s) requesting use of the Facility shall be referred to in this Policy as “Applicant”.

### **Athletic Use**

Physical activity that is governed by a set of rules or customs and often engaged in competitively.

### **Commercial Use**

A gathering for sale or promotion of goods and services. Any other use shall be defined as “Social”.

### **Deposit**

An amount paid in advance of an event to secure a rental, to insure proper cleanup, and to cover breakage, loss or damage. Permit will not be issued without payment of the deposit.

### **Equipment Fee**

The fee charged to any applicant requiring use of city owned equipment. Fees are charged on a per item basis.

Normal Operating Hours: Parks, Trails, and Streets are generally open for special event use from dawn to dusk. Use of Facilities for special events are subject to normal operating hours, or as approved with issuance of a permit. City facilities are generally closed on the following city observed holidays.

City Holidays: New Years Day, Martin Luther King's Birthday observed, Presidents' Day, Memorial Day observed, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

Staff Fee

The fee charged for staffing the facility to accommodate a special event.

**General Regulations**

Reservations

- A. Use of the facility will be limited to persons or groups who are legally willing and financially capable of accepting responsibility for the special event, and the structure and contents of the facility.
- B. The City reserves the right to require forms, applications and documents as may be necessary to protect the Community's investment in the facility. Events shall be conducted in an orderly manner. The applicants shall be financially responsible for personal injuries or property damages arising from the special event or activities.
- C. A permit application is not confirmed until the applicant receives an approved copy of the permit application signed by an official representative of the City. The applicant shall not advertise its use of the Facility until such authorization is received. Permit application will not be approved without payment of the deposit and provision of insurance.
- D. Unless written approval has been granted, no group using a Facility will be allowed to use the City logo or imply in any way that the City is a sponsor/co-sponsor of the special event /activity.
- E. At the time application is made, applicant assumes responsibility for obtaining all required permits. Failure to obtain permits and insurance coverage forty-five (45) days in advance of the special event date(s) constitutes grounds for forfeiture of deposit. City may restrict the use of facility to include full cancellation without refund.
- F. The applicant organization shall ensure that the operation of the special event venue and Alcoholic Beverage Area complies with the requirements contained within the City Noise Ordinance.

Deposits

Applicants will be required to deposit \$500 per day for the duration of the event to insure proper cleanup and to cover breakage, loss or damage. The applicant shall be required to pay the full cost of breakage, damage or loss (over and above deposited funds) regardless of amount. If damage occurs and is less than the amount of deposit, the balance shall be refunded with a copy of the invoice for damages.

All deposits will be refunded if reservations are not cancelled, proper cleanup is completed and no breakage or damage to the grounds, facility, or equipment occurred. Proper cleanup shall be determined by Lacey Facility staff on duty.

#### Staff Fee

Applicants desiring to use the facility will be charged for necessary staffing on an hourly basis. The fee charged shall be the standard hourly rate for each staff member required.

The Facility Manager or the Manager's designee shall determine the number of staff members needed.

#### Fee Payment

The balance of all fees shall be paid at Lacey City Hall a minimum of 45 days prior to the use of the facilities.

#### Notice of Cancellation

- A. Cancellation by the Applicant: notice given less than 90 days prior to a scheduled use of the special event facility, will result in forfeiture of deposit collected by the City.
- B. Cancellation by the City: notice will be given as far in advance of the scheduled use as possible, and a full refund shall be made of funds collected by the City. In case of inclement weather, the City will only cancel at the discretion of the Facility Manager due to the facility being in an inoperable condition.
- D. The City shall not be responsible for any damages of whatever nature or kind, relative to the cancellation of the event.
- E. When applications are reviewed by the City, if security and insurance requirements are requested of the applicant, causing the applicant to wish to cancel the application, the Facility Manager shall be authorized to allow for complete refund of deposits.

#### Equipment

City owned equipment necessary for traffic control or event operation shall be charged on an hourly or daily basis.

#### Facilities

Facilities and equipment shall be left in the same condition as found prior to the activity. Users of the facilities shall observe and comply with all applicable City, County, State, and Federal laws, rules and regulations.

#### Food

Groups selling food shall meet all Health Code regulations. [Food must be available during all times when alcohol is sold.](#)

#### Cleanup

Facilities and equipment shall be left in the same condition as found prior to the activity, including restrooms. The cost of any additional cleaning or repairs that require Parks and Recreation Department Personnel will be added to the applicant's invoice and/or deducted from the deposit. All cleaning must be done immediately after the event.

Damage

- A. Users of a Lacey Facility are financially responsible for any damage to property or loss of property. A fee equal to the total replacement cost will be charged.
- B. Payment for damage shall be deducted from the damage deposit refund. If the cost of the damage is more than the deposit, the user will be assessed the additional amount.

Indemnification and Hold Harmless

The Applicant shall defend, indemnify and hold harmless the City of Lacey, its agents, employees, volunteers and officials, while acting within the scope of their duties, from all causes of action, demands and claims, including the cost of their defense, arising in favor of the applicant/organization, the applicant's/organization's employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the applicant/organization, its employees or representatives, concessionaires of the event or any other person or entity, except for liability caused due to the sole negligence of the City of Lacey.

Liability

The City of Lacey will not accept liability for injury to users, loss of personal property, or damage to property of the group or an individual.

Insurance

- A. The City of Lacey does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. The City requires the applicant to provide evidence of insurance and name the "City of Lacey" at 420 College St SE, Lacey, WA 98503 as an **additional insured** on the policy. Surplus line policies must be issued and stamped in the State of Washington. Minimum Limits as applicable: \$2,000,000 per occurrence, \$3,000,000 general aggregate Commercial General Liability, Liquor Liability, \$1,000,000 Auto Liability. Coverage must be written on an occurrence form by an "A" rated company licensed to conduct business in the State of Washington. Coverage must include liquor liability – including alcohol sales and serving.
- B. The certificate of insurance must be provided to the City no less than forty-five (45) days prior to the scheduled event.
- C. All limits and coverage may be adjusted to meet exposure as determined by City of Lacey Attorney and/ or Risk Manager. The coverage shall contain a provision that the City shall receive in writing, at least thirty (30) days' notice of cancellation of the insurance policy.
- D. Special Event Permit will *not* be issued until insurance has been approved.
- E. Personal Property: All personal property placed at the Property by the Applicant shall be at the risk of the Applicant and the City shall not be liable for any loss or damage to the Applicant's personal property located thereon for any reason whatsoever. The Applicant agrees and understands that the City does not and shall not carry liability, theft or fire insurance on said property to cover the Applicant interest therein.

In accordance with the adopted park rules, anyone who consumes marijuana, usable marijuana, or a marijuana-infused product., or opens a package containing marijuana, usable marijuana, or a marijuana-infused product, shall be subject to a civil fine of up to \$100.00 and/or shall be subject to trespass from the facility for up to one year.

### Security

~~When, in the opinion of~~ The City of Lacey Police Department ~~activity conditions warrant~~ shall review the event plan and determine the number ~~the presence~~ of (one or more) off-duty uniformed police officers and/or certified security personnel required. ~~The~~ cost of this service shall be borne by the applicant sponsoring the activity.

### Smoking

No smoking or e-cigarettes of any kind isare permitted inside the alcoholic beverage area, or within twenty-five (25) feet of building or alcoholic beverage area entrances. 'No Smoking' signs must be posted and visible at the entrance to and inside the alcoholic beverage area.

### Supervision of Events

City of Lacey Parks and Recreation employee(s) may be assigned to be on site at all special events and/or activities, and check for compliance with conditions of permit approval. The City employee(s) shall be responsible for and have complete authority to require changes in activities or cessation of activities. Groups using the facility shall comply with the requirements or instructions provided.

### Animals

Only service animals that have been individually trained to do work or perform tasks for the benefit of an individual with a disability (mental or physical) will be allowed inside any Lacey Facility during a special event or within any alcoholic beverage area.

## **ALCOHOLIC BEVERAGE AREA REGULATIONS**

Alcoholic Beverage Area Regulations define expectation and address requests for alcohol use in association with special events being held in City Facilities during the two year trial period. City Ordinance bans the consumption of alcohol without prior approval which is defined as an approved Special Event Permit for Alcoholic Beverage Area Sales and Consumption.

- A. Use and/or sale of alcoholic beverages shall be by written permit only and must be requested at the time the special event application is made. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law, City Ordinance and City policy.
- B. The sale and consumption of alcoholic beverages at the Alcoholic Beverage Area shall be limited to beer, wine and cider.
- C. No one under the age of 21 will be allowed into the Alcoholic Beverage Area; to neither serve nor consume alcohol; or be in possession of alcohol at the event. It is illegal for anyone under the age of 21 to consume alcoholic beverages in the State of Washington. As the host organization or applicant listed on the Special Event Permit Application, you and/or your organization are legally liable for any consumption and/or possession of alcohol by a minor.

- D. The hours of operation of the Alcoholic Beverage Area shall not be longer than 10:00am to 10:00pm with alcohol service discontinued thirty (30) minutes prior to the end of the event.
- E. The organization must provide access to food service, non-alcoholic beverages, and public restrooms [at the special event](#) during the hours of operation of the Alcoholic Beverage Area.
- F. Injuries caused to or by any person as a result of alcoholic beverages being served or consumed on the City's property, or arising off the City property or as a result of alcohol being available on City property shall be the sole responsibility of the organization, its sponsor(s) and/or adult representative(s).
- G. All alcoholic beverages must be consumed from a single serving cup or glass, no larger than 16 ounces [for beer and cider, and no larger than 12 ounces for wine](#). The server shall pour the alcoholic beverage into the cup or glass and the filled cup or glass is to be given only to the purchaser/patron. Over service of alcohol will not be tolerated.
- H. The applicant shall remove all beverages and beverage containers from the premises immediately following the approved function.
- I. Food and refreshments, including alcoholic beverages, shall only be permitted in certain designated areas as determined by the permit reviewer or City. Consumption of alcoholic beverages must remain within the designated Alcoholic Beverage Area.
- J. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the Washington State Liquor Control Board. Any organizations using the City premises shall be solely responsible for obtaining a Special Occasion Permit from the State of Washington Liquor Control Board and all required training, permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises. The City shall have no responsibility in this regard.  
  
Evidence of required permits, licenses, or insurance must be provided to the City of Lacey at least 45 days prior to the scheduled event.
- K. Each server must be trained in accordance with WSLCB requirements to prevent alcohol service to minors and visibly intoxicated persons, to recognize signs of intoxication, and to prevent violation of state alcohol laws and rules. At a minimum the operator or person in charge (PIC) during hours of operation of the Alcoholic Beverage Area must have a valid Washington State Liquor Control Board issued Mandatory Alcohol Server Training (MAST) permit obtained prior to the event. The PIC must be present in the alcoholic beverage area at all times. Applicant shall not over serve alcohol to patrons.
- L. Servers shall be identified conspicuously (badge, clothing, etc.) as servers.
- M. Servers shall not consume alcohol prior to or while dispensing alcohol.
- N. Groups serving alcohol are asked to arrange for designated drivers or provide alternatives for transportation needs.

- O. The alcoholic beverage area shall not be located near any children's activities. Location is subject to review and approval by the Lacey Police Department.
- P. Event organizers shall use promotional materials to notify the public that alcohol will be sold. The City of Lacey shall NOT be listed as a sponsor of an alcoholic beverage area.

In addition to the previous or following requirements, the City of Lacey reserves the right to place further restrictions on the way in which alcohol is managed at the proposed event.

#### **ALCOHOLIC BEVERAGE AREA SECURITY**

- A. Trained security personnel at the entrance(s) shall check identification of all patrons to ensure that minors do not enter the Alcoholic Beverage Area. The Lacey Police Department may require additional security measures for the duration of the event, including the presence of commissioned off-duty police officers and/or private security, or other security requirements. The event organizer is responsible for providing and paying for all training and security measures required by the City and the WSLCB. All false identifications shall be confiscated and provided to law enforcement officers or the Washington State Liquor Control Board (WSLCB).
- B. All security personnel shall wear clothing that conspicuously identifies them as security personnel, such as clothing displaying the words "SECURITY," "EVENT STAFF," or other similar designation in large contrasting letters.
- C. Security personnel shall not fraternize with patrons except as necessary to maintain crowd control and perform security duties. Security personnel shall remain at the premises until at least one half hour after closing.
- D. Each security staff must be trained in accordance with WSLCB enforcement requirements to check IDs, identify fake IDs, recognize the signs of intoxication, prevent alcohol service to minors and visibly intoxicated persons and to prevent violation of state alcohol laws and rules.
- E. Applicant shall utilize a quantity control factor such as wrist bands with three tabs, scrip or chits. Method of quantity control shall be approved by the Lacey Police Department. Over service of alcohol will not be tolerated.

#### **ALCOHOLIC BEVERAGE AREA PHYSICAL STRUCTURE**

- A. The Alcoholic Beverage Area must be completely fenced with at least a six foot high chain link fencing or double forty two (42) inch high fencing. When the forty two (42) inch tall fencing is used, the second forty two (42) inch high fence shall be installed around the outside the interior of the fence at least six feet from the interior fence and securely fastened to upright posts. Forty two (42) inch tall fencing may be wood picket, orange safety mesh, or white vinyl mesh material. Fencing shall be reviewed and approved by the Lacey Police Department.
- B. Advertising posters, banners, flags and bunting may be secured to the fences as long as the interior of the Alcoholic Beverage Area is visible.
- C. The City of Lacey Fire Marshal establishes the number of required entrances/exits based on the overall size of the fenced area and will establish maximum occupancy based on the proposed

square footage, usage and furnishings within the fenced area. The occupancy capacity of the fenced area shall be clearly posted.

- D. All entrances and exits must be at least four feet wide and free of any obstructions.
- E. Alcoholic Beverage Areas contained within tents shall comply with all applicable building codes and are subject to inspection by the Fire Marshal and Building Department.
- F. Any electrical wiring shall comply with national, state and city electrical codes.
- G. All combustible rubbish shall be stored in non-combustible covered containers.



**SPECIAL EVENT &  
ALCOHOLIC BEVERAGE AREA  
APPLICATION/PERMIT NO.: \_\_\_**

**Return to:** City of Lacey  
Parks and Recreation Department  
420 College St SE  
Lacey, WA 98503-1238

**Phone:** (360) 491-0857  
**Fax:** (360) 438-2669  
**Website:** [www.ci.lacey.wa.us](http://www.ci.lacey.wa.us)

This application must be completed, signed and forwarded to the City of Lacey at least ninety (90) days prior to the first day of the event. All events shall meet Fire, Life Safety and Occupancy requirements. Any misrepresentation in this application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit, even during the event. Please type or print information clearly and attach additional sheets as necessary. Application-Administrative fee of \$50.00 must be submitted with this application and is non-refundable.

<b>EVENT:</b> <input type="checkbox"/> Mushroom Festival, Regional Athletic Complex		<input type="checkbox"/> BBQ Festival, Huntamer Park	
<b>DATE SUBMITTED:</b> _____ (complete shaded area below and submit up to 15 months prior to event to reserve your date).			
Event Name: _____			
Event Date(s): _____		Day(s) of the Week: _____	
Time: _____			
Event Location: _____			
Facilities to be used (check): <input type="checkbox"/> Park <input type="checkbox"/> Street <input type="checkbox"/> Sidewalk <input type="checkbox"/> Private Property <input type="checkbox"/> Other _____			
Set-Up Date/Time:                      Begin:                      Date: _____		Time: _____ a.m./p.m.	
Take-Down Date/Time:                      Dismantle:                      Date: _____		Time: _____ a.m./p.m.	
Alcoholic Beverage Area Date/Time:                      Date: _____		Time: _____ a.m./p.m. to: _____ a.m./p.m.	
Purpose of Event: _____			
Event Crowd Size:      Participants _____		Spectators _____	
Volunteers/Personnel _____			
Has the event been produced previously? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, what were the dates of the event? _____			
Any change from your 2014 event? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, note below or list changes on a separate sheet. If no, stop here.			
<b>APPLICANT INFORMATION</b> (Complete remainder of application and submit at least 90 days prior to event.)			
Organization Name: _____			
Mailing Address: _____			
Applicant's Name: _____		Title: _____	
Telephone Number:                      Home: _____		Work: _____	
Cellular: _____		Fax: _____	
Email: _____			
Contact Person: _____			
Telephone Number:                      Home: _____		Work: _____	
Cellular: _____		Email: _____	
Emergency Contact: _____			
Telephone Number:                      Home: _____		Work: _____	
Cellular: _____		Email: _____	

**FEES AND PROCEEDS**

Admission Fee:  No  Yes If yes, how much? \_\_\_\_\_

Any Vending Sales:  No  Yes If yes, check all that apply:

Food  Beverage  T-Shirts/Hats  Buttons  Balloons  Other: (please specify): \_\_\_\_\_

**ENTERTAINMENT AND PROMOTIONS**

Sound System:  Acoustic  Amplified

Describe entertainment: \_\_\_\_\_  
 \_\_\_\_\_

List of entertainers or bands performing at event: \_\_\_\_\_  
 \_\_\_\_\_

Check type of promotion you plan to use to attract participants:

Television  Radio  Newspaper  Flyers  Billboards  Posters  Other (please specify): \_\_\_\_\_

Do you plan to list the City of Lacey as a Sponsor of this event or Alcoholic Beverage Area?  Yes  No

Have local neighborhood groups/businesses been advised of your event concept, if applicable?  Yes  No

If no, what steps will be taken to notify them of your event? \_\_\_\_\_  
 \_\_\_\_\_

List community contacts and phone numbers (for verification) or attach an approval letter.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**SPECIAL SET-UPS REQUESTED**

Check appropriate category below and fill in details or numbers, size and type. Leave blank, if not applicable.

Alcohol: (complete Alcoholic Beverage Area section of Application <a href="#">on page 6</a> )	Will alcohol be served or available? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will alcohol be sold? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, by whom? <input type="checkbox"/> Applicant <input type="checkbox"/> Vendor
Amplified Sound: Noise Variance:	Noise Variance required for amplified sound after 10 p.m.	Basis for request and hours of variance:
Animals: <input type="checkbox"/> Yes <input type="checkbox"/> No	How many?	Species:
Booths/Vendors: <input type="checkbox"/> Yes <input type="checkbox"/> No	How many booths? How many vendors?	Where:
Signage: <input type="checkbox"/> Yes <input type="checkbox"/> No	How many?	Size?
Electricity Source: <input type="checkbox"/> Yes <input type="checkbox"/> No	Generators:	How many? Size:
Fireworks/Fire Performance: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Ground <input type="checkbox"/> Aerial <input type="checkbox"/> N/A	Pyrotechnic Company:
Portable Restrooms: <input type="checkbox"/> Yes <input type="checkbox"/> No	How many?	Handicapped Accessible: <input type="checkbox"/> Yes <input type="checkbox"/> No
Rides: <input type="checkbox"/> Yes <input type="checkbox"/> No	How many?	Type:
Staging/Scaffolding: <input type="checkbox"/> Yes <input type="checkbox"/> No	How many?	Height:
Tents/Canopies: <input type="checkbox"/> Yes <input type="checkbox"/> No	How many?	Size:
Vehicles: <input type="checkbox"/> Yes <input type="checkbox"/> No	How many?	Size and Gross Weight



**SOLID WASTE COLLECTION INFORMATION**

Have you contacted Waste Management concerning garbage collection?  Yes  No

Please describe your arrangements: \_\_\_\_\_

\_\_\_\_\_

Are you providing recycling containers:  Yes  No If you are selling food and/or beverage State Law requires that recycling containers be provided.

If Yes, please describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TRAFFIC CONTROL PLAN**

Police officers may be required at signalized intersections. Flaggers may be required at non-signalized intersections. Monitors may be required at driveway entrances and other pedestrian and vehicle access points. *Please attach map/sketch.*

<b>TRAFFIC CONTROL</b> (List monitor, flagger, or police officer)	<b>Location</b>	<b>Duties</b>

## SECURITY AND DAMAGE DEPOSIT/BOND INFORMATION

Applicant shall provide a deposit or bond (in the form of an irrevocable letter of credit, certified or cashier's check made payable to the City of Lacey, or cash) to cover the costs of restoration, rehabilitation and cleanup of the area, public safety and police law enforcement coverage, and any other extraneous costs resulting from the special event. The City of Lacey Public Works Department will determine the appropriate amount, but in any event, the minimum amount of deposit or bond will be five hundred dollars (\$500) per day for the duration of the event. Bond costs may increase, depending on the size and scope of the event. The bond must be furnished to the City of Lacey at least forty-five (45) days in advance of the opening date of the event.

All monies received will be deposited within three business days of receipt. A damage assessment will be made immediately following the close of the event. Accounting of charges incurred as a result of the event will be completed by the City within one business day following the close of the event. Any costs accruing to the City will be itemized and deducted from the deposit or bond. A check for the balance remaining will be returned to the applicant, or if necessary, a bill for collection for costs exceeding the bond amount will be issued to the applicant. In the case of an irrevocable letter of credit, accountable charges will be billed within thirty days, and a release issued. Also at this time, an itemized accounting of charges will be sent to the applicant. Applicant may request an estimate of charges for public safety and law enforcement coverage prior to the event.

Cleanup: The Applicant shall be responsible for maintenance of the Property during the event period. The Applicant shall remove all trash and debris accumulated during the event period from the Property and shall return the Property to the City in the same condition as received. If the Property is not returned in the same condition, Applicant agrees to pay actual costs of cleanup.

## INSURANCE REQUIREMENTS AND LIABILITY

The City of Lacey does not maintain insurance that will respond to claims against the applicant arising out of the use of facilities by the applicant, its members, or those attending the event. Evidence of insurance must be provided no less than 45 days prior to the event. "City of Lacey" at 420 College St SE, Lacey, WA 98503 must be named as an **additional insured** on the policy. Surplus line policies must be issued and stamped in the State of Washington. Minimum Limits as applicable: \$2,000,000 per occurrence, \$3,000,000 general aggregate Commercial General Liability, Liquor Liability, \$1,000,000 Auto Liability. Coverage must be written on an occurrence form by an "A" rated company licensed to conduct business in the State of Washington. Coverage must include liquor liability – including alcohol sales and serving. All limits and coverage may be adjusted to meet exposure as determined by City Risk Manager. The coverage shall contain a provision that the City shall receive in writing, at least 30 days' notice of cancellation of the insurance policy. Special Event Permit will **not** be issued until insurance has been approved.

Indemnification and Hold Harmless: The Applicant shall defend, indemnify and hold harmless the City of Lacey, its agents, employees, volunteers and officials, while acting within the scope of their duties, from all causes of action, demands and claims, including the cost of their defense, arising in favor of the applicant/organization, the applicant's/organization's employees or third parties on account of personal injuries, bodily injuries, death, or damage to property arising out of the acts or omissions of the applicant/organization, its employees or representatives, concessionaires of the event or any other person or entity, except for liability caused due to the sole negligence of the City of Lacey.

Personal Property: All personal property placed at the Property by the Applicant shall be at the risk of the Applicant and the City shall not be liable for any loss or damage to the Applicant's personal property located thereon for any reason whatsoever. The Applicant agrees and understands that the City does not and shall not carry liability, theft or fire insurance on said property to cover the Applicant interest therein.

Survival of Terms: The hold harmless and indemnifications provided in this Agreement shall survive termination of the event.

Release: The Applicant shall additionally hold harmless and release the City Manager or designee from any claims for damages, including but not limited to economic, consequential or other monetary damages suffered by the Applicant, in the event that the City Manager or designee revokes the Permit or otherwise stops the event due to the Applicant's violations of any conditions of the Permit, applicable laws or City regulations.

**ALCOHOLIC BEVERAGE AREA**

**FEE: \$250 PER DAY**

**FACILITY:**  Huntamer Park  Woodland Creek Community Park  the Regional Athletic Complex  
Refer to 'CITY OF LACEY ALCOHOLIC BEVERAGE AREA SALES AND CONSUMPTION POLICIES AND PROCEDURE'

Alcoholic Beverage to be served and/or Sold:  Beer  Wine  Cider

Hours of Operation, if different than event: \_\_\_\_\_  
(The hours of operation of the Alcoholic Beverage Area may not be longer than 10:00 a.m. – 10:00 p.m.)

Alcoholic Beverage Area Size: \_\_\_\_\_ Estimated Capacity: \_\_\_\_\_

Type of Barrier:  6 foot Chain link  42 inch wood picket  42 inch Orange/white Mesh  
Type of security and control to be provided: (describe) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Who will be serving and dispensing the alcoholic beverage? \_\_\_\_\_

\_\_\_\_\_

Describe the training and experience of the servers. \_\_\_\_\_

\_\_\_\_\_

Attach verification of completion of Washington State Liquor Control Board Training.

Type of container the alcoholic beverage will be served in? \_\_\_\_\_

For what charitable or public purpose will the proceeds from the sale be used?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attach a copy of the Washington State Liquor Control Board Special Occasion Permit

The applicant and/or party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the party/organization indicated.

The applicant agrees to comply with all federal, state and local laws, rules and regulations with respect to the conduct and operations on the premises.

Any misrepresentation in this application or deviation from the final agreed upon method of operation described herein may result in the immediate revocation of the permit.

\_\_\_\_\_  
Applicant's Name (Printed) \_\_\_\_\_ Date

\_\_\_\_\_  
Applicant's Name (Signed)

**(FOR OFFICIAL USE ONLY)**

- APPROVED BY:
- \_\_\_\_\_ Community Development Dept. ([Building Official/Fire Marshal](#))
  - \_\_\_\_\_ Public Works Dept.
  - \_\_\_\_\_ Parks & Recreation Dept.
  - \_\_\_\_\_ Police Dept.
  - \_\_\_\_\_ Public Affairs Dept.
  - \_\_\_\_\_ Risk Manager
  - \_\_\_\_\_ Legal Dept.
  - \_\_\_\_\_ Finance Dept.
  - \_\_\_\_\_ Other

PERMIT DENIED FOR THE FOLLOWING REASONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECOMMENDED APPROVAL WITH THE FOLLOWING CONDITIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

	FEE	INITIAL	DATE	RECEIPT #
Application Fee:	_____	_____	_____	
Damage Deposit:	_____	_____	_____	
Additional Costs:	_____	_____	_____	
TOTAL PAID:	_____	_____	_____	
TOTAL REFUNDED:	_____	_____	_____	
PROOF OF INSURANCE? YES / NO				
BOND REQUIRED? YES / NO				
Amount: \$	_____			



## GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE

October 12, 2015

**SUBJECT:** School Resource Officer Contract with the North Thurston Public Schools.

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**RECOMMENDATION:** Authorize the City Manager to sign the School Resource Officer contract between the Lacey Police Department and the North Thurston Public Schools.

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**STAFF CONTACT:** Scott Spence, City Manager   
Dusty Pierpoint, Chief of Police   
Joe Upton, Police Commander 

**ORIGINATED BY:** Police Department

**ATTACHMENTS:** 1. [2015-2016 School Resource Officer Contract](#)

**FISCAL NOTE:** As part of the 2015-2016 School Resource Officer contract, the City will dedicate three officers during the 2015/2016 school year to the North Thurston Public School's system. As part of the partnership, North Thurston Public Schools will provide \$140,000 in revenue to offset the costs of this public safety service.

**PRIOR REVIEW:** The City Attorney has reviewed the contract and the North Thurston Public School's Superintendent has already signed the contract.

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### **BACKGROUND:**

The Lacey Police Department has a positive and productive relationship with North Thurston Public Schools. A portion of this partnership is formalized in a contract for School Resource Officers to be provided for select schools within the City limits of Lacey. The contract specifies the School District will help defray costs incurred by the Police Department in exchange for a minimum service level agreement from the Police Department.

The contract is valid for one school year at a time and has been approved each year since its inception.

This year, the dollar amount contributed to help defray Police Department expenses remains the same at \$140,000.

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**ADVANTAGES:**

1. Renewing the contract maintains the partnership between the Lacey Police Department and North Thurston Public Schools while helping to defray labor costs.

**DISADVANTAGES:**

1. None.

**AGREEMENT BETWEEN**  
**NORTH THURSTON PUBLIC SCHOOLS**  
**and**  
**CITY OF LACEY**  
**for**  
**THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of September, 2015 by and between the North Thurston Public Schools (NTPS) and City of Lacey.

WHEREAS, the North Thurston Public Schools and the Lacey Police Department work cooperatively to ensure a safe and secure learning environment for the youth of this community and agree that it is in the best interest of both parties to assign three (3) School Resource Officers (SRO) to the local high schools and middle schools within the NTPS; and

WHEREAS, North Thurston Public Schools (hereinafter referred to as School District) agrees to share in the cost of and provide facilities for the aforementioned School Resource Officers;

NOW THEREFORE, it is mutually agreed as follows:

**I**

The Lacey Police Department (hereinafter referred to as Police Department) will assign one regularly employed Lacey Police Officer to serve as a School Resource Officer (SRO) to each of the following high schools; North Thurston High School, Timberline High School, and River Ridge High School. The SRO assigned to North Thurston High School will also be the primary SRO assigned to South Sound High School. SRO's will correspondingly work with the Chinook Middle School, Komachin Middle School, and the elementary schools located with the city limits of Lacey. A total of three Lacey Police Officers will serve as SRO's to North Thurston Public Schools.

**II**

The SRO's will provide a uniformed presence on campus to promote safety and serve as a positive resource to the high schools, middle schools, elementary schools, and surrounding neighborhoods. SRO's will patrol their assigned schools and surrounding areas in order to identify, investigate, enforce, deter, and prevent crime, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs, or other similar activities. In addition, SRO's will provide students, parents, teachers, administrators, and neighborhood residents with information, support, and problem solving mediation and facilitation.

### III

SRO's shall at all times remain employees of the City of Lacey and shall not be employees of the North Thurston Public Schools. SRO's shall remain responsive to supervision and chain of command of the Police Department which shall be responsible for their hiring, training, discipline, and dismissal. Any allegation of improper conduct by an SRO will be referred to the SRO's immediate supervisor or directly to the Support Services Commander.

Each SRO will be assigned to the schools on a full-time, forty (40) hour work week, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters.

Scheduling for SRO's while school is in session will be determined by mutual agreement of the school district administration, the SRO, and the SRO's police supervisor. The SRO will not take vacation while school is in session unless approved by his/her police supervisor. On scheduled work days when school is not in session (summer vacation, school breaks, holidays, etc.), the SRO will work on assignments as determined by their police supervisor.

Nothing in this agreement prevents the North Thurston Public Schools from continuing the practice of hiring off-duty Lacey Police Officers to provide security at sporting events or other special events. The terms of this agreement do not cover off-duty officers hired for these purposes.

### IV

In the event the Principal of the school to which an SRO has been assigned has cause to believe that particular SRO is not effectively performing in accordance with this Agreement, the Principal may recommend to the School District and the Police Department that the SRO be removed from the program.

To initiate the replacement of an SRO, the Principal will recommend to the District Superintendent, or his/her designee, that the SRO be replaced, stating the reasons in writing. Within a reasonable period of time after receiving the recommendation, the Superintendent or his/her designee will meet with the Chief of Police or his/her designee, to mediate or resolve the problem that may exist.

### V

The duties and responsibilities of the Lacey Police Department include the following:

- Have SRO's participate in and train school and community partner staff in threat assessment , critical incident response and the development of an off-site crisis response center in case of a school, district or county-wide critical incident or

terrorist event impacting the safety of students, staff, family members and community residents.

- Participate in planned training with mental health, juvenile justice, and school based staff.
- Work with all District partners in the delivery of law enforcement-related prevention activities for both students and their families.
- Collaborate with District partners in assuring the development, revision and dissemination of safe school policies.
- Provide data as indicated that is necessary for the evaluation of proposed programs and activities and work with local and national evaluators.

## VI

Additional duties and responsibilities of the SRO while on duty include, but are not limited to, the following:

- Regularly wear the official police uniform.
- Establish and maintain a working rapport with the school administrators and school staff.
- Act as a resource person in the area of law enforcement education at the request of the staff, speaking in classes on the law, search and seizure, drugs, motor vehicle laws, etc.
- Assist in providing school-based security during the regular school day; assist in the promotion of a safe and orderly environment at the assigned schools. The SRO shall not act as a disciplinarian; however, the SRO may assist the school with discipline problems and, if the problem or incident is a violation of the law, will determine whether law enforcement action is appropriate. Violations of school rules will be turned over to the school administration.
- Investigate crimes or other school-related incidents on campus, making arrests, when appropriate, and making the necessary timely notifications to parents, school staff, and social service agencies.
- Assist in mediating disputes on campus, including working with students to help them solve disputes in a non-violent manner.
- Perform other duties as mutually agreed upon by the principal and the SRO provided the duty is legitimately and reasonably related to the SRO program as described in this Agreement and is consistent with Federal and State law, local

ordinances, Police Department and School District policies, procedures, rules, and regulations.

## VII

In return for the City providing SRO services, the School District will:

- Provide a private and secure office space within North Thurston High School, Timberline High School, and River Ridge High School to be used by the SRO for general office purposes. The offices must be properly lighted, with a telephone that has a speakerphone feature.
- Equip each office with 2 or 4 drawer locking cabinet and reasonable office supplies.
- Provide a reasonable police parking space or parking area.

## VIII

The School District agrees to pay the City of Lacey \$140,000 as its share of the SRO program for the period of September 1, 2015 to June 30, 2016. The School District and the Police Department agree to negotiate program costs annually for any subsequent period.

## IX

Both parties understand and agree that the City is acting hereunder as an independent contractor, with the following intended results:

- Control of personnel, standards or performance, discipline and other aspects of performance shall be governed entirely by the department;
- All persons rendering services hereunder shall be for all purposes employees of the City of Lacey;
- All liabilities for salaries, wages, and any other compensation, work related injury or sickness shall be that of the City of Lacey.

Both parties understand and agree that the school district retains its legal responsibility for the safety and security of the school district, its employees, students, and property and this Agreement does not alter that responsibility.

## X

The City of Lacey will protect, defend, indemnify, and save harmless the School District, its officers, employees, agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the City of Lacey, its officers, employees or agents.

The School District will protect, defend, indemnify and save harmless the City of Lacey, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the School District, its officers, employees, or agents.

## XI

This Agreement expresses the entire agreement of the parties. This Agreement may be amended or modified at any time by the mutual agreement of the parties. Any amendment or modification shall be in writing, signed, and acknowledged by all the parties.

## XII

This Agreement may be terminated only after thirty (30) days written notice received by one party, given by the other. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

This Agreement will expire on June 30, 2016, unless mutually extended by the parties in writing.

As evidence of their Agreement, both parties, through their authorized agents, having read and understood the above and foregoing, and with the intent to be bound hereby, hereby execute this Agreement on the date last entered below.

NORTH THURSTON PUBLIC SCHOOLS

By: D. J. Mauras

Date: 9/16/15

CITY OF LACEY

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Lacey City Attorney