

**MEMORANDUM OF UNDERSTANDING - CITY OF FIFE AND CITY OF LAKEWOOD - FOR
ASSIGNMENT OF LAKEWOOD POLICE OFFICER PURSUANT WATPA AUTO THEFT PREVENTION
GRANT PROGRAM
NUMBER 15-17 WATPA 005**

This Memorandum of Understanding (hereafter "Agreement") between the City of Lakewood ("Lakewood") and the City of Fife ("Fife") is in support, and for the purpose, of the Washington Auto Theft Prevention Authority ("WATPA") Auto Theft Prevention Grant Program Grant Number 15-17 WATPA 005 ("WATPA Grant"). This Agreement is entered into as of February 22nd, 2016.

I. PARTIES

The parties to this Agreement are the City of Lakewood ("Lakewood") and City of Fife ("Fife"), on behalf of their respective police departments.

II. PURPOSE

- A. The purpose of this agreement is to memorialize the provision of one (1) Lakewood Police Department commissioned officer to the City of Fife in support of the Washington Auto Theft Prevention Authority ("WATPA") Auto Theft Prevention Grant Program Grant Number 15-17 WATPA 005 ("WATPA Grant") in the position of Auto Crimes Enforcement (ACE) Task Force Investigator.
- B. City of Lakewood will provide one (1) City of Lakewood Police Department commissioned officer to the City of Fife Police Department; the City of Fife will reimburse Lakewood its full payment of salary, including all benefits and all increases to said salary and benefits up to the specified limits in section V.B, during the period of the Lakewood Police officer's assignment to the WAPTA Auto Theft Prevention Grant Program.

- C. Washington Auto Theft Prevention Authority Auto Theft Prevention Grant Program Grant Number 15-17 WATPA 005 is hereby adopted and incorporated fully as attached to this Agreement.

III. AUTHORITY

This Agreement is entered into pursuant to Chapters 10.93 (Washington Mutual Aid Peace Officers Act) and 39.34 (Interlocal Cooperation Act) of the Revised Code of Washington.

IV. DURATION AND TERMINATION

- A. This Agreement shall be in effect for the duration of the Washington Auto Theft Prevention Authority ("WATPA") Auto Theft Prevention Grant Program Grant Number 15-17 WATPA 005 ("WATPA Grant"), or until WATPA Grant funds are no longer available. Currently, the WATPA Grant period is September 1, 2015 until June 30, 2017.
- B. It is the intent of the parties to be bound by this agreement without need for further extensions upon written notice to each party that additional funding has been authorized beyond end of grant period described in paragraph III.A above.
- C. Any party to this Agreement may withdraw from the Agreement with written notice thirty (30) days' notice to the other party. Termination of this agreement and/or withdrawal of a party shall not terminate paragraph VII hereof with respect to the parties as to any incident arising prior to the withdrawal of the party. Paragraph VII shall survive the termination of this agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination.
- D. The parties may terminate this Agreement without cause upon giving thirty (30) days written notice of intent to terminate.

V. COMPENSATION

- A. Funding for the Lakewood commissioned officer referenced in paragraph II above will be provided by the City of Fife pursuant to the Washington Auto Theft Prevention Authority (“WATPA”) Auto Theft Prevention Grant Program Grant award Number 15-17 WATPA 005 (“WATPA Grant”). The City of Fife is responsible for all reimbursements as well as establishment of proper accounting procedures and audit trail, as well as provision of required reports and statistics relating to this WATPA Grant.
- B. It is essential that we receive your signed award acceptance letter before you submit any request for reimbursement.
 - a. **All reimbursement requests must be received by the 15th of each month**, with the exception of reimbursement for June 2017 (see below), even if no WATPA funds were expended in the month. Data is needed in order to comply with the grant. If no activity occurred, a negative (zeros) report is requested. Reimbursement requests may be emailed to selwell@cityoffife.org or to the following address:

Susie Elwell
Fife Police Department
3737 Pacific Hwy E
Fife, WA 98424
 - b. The final month of the grant will be difficult. Coordination after the 4th of July weekend is essential. **Any reimbursement documents reaching Fife after July 6, 2017 may not be paid.**
 - c. Any expenditures above the amounts listed for your agency will require prior approval by lead agency.
 - d. **All Training for your agency paid with WATPA grant funds will need prior approval. Past and continued participation with the Task Force will be factors taken into consideration before approval is given.**

Agency	Category	Amount
Lakewood Police Dept	FTE Detective Salary	Up to \$152,972.20
	Benefits 16 months	Up to \$16,990.00
OT & Training		TBD

Total		Up to \$169,962.20
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VI. ADMINISTRATION

- A. The City of Fife, as the grant recipient, is responsible for administration of this Agreement.
- B. Each party shall maintain records relating to this Agreement and/or WATPA Grant for a minimum of seven (7) years. Copies of these records shall be forwarded and maintained by the City of Fife as the lead agency for this WATPA Grant.

VII. LIABILITY

- A. Each party assumes responsibility and liability for the acts and omissions of its own employees during the period the City of Lakewood commissioned officer is assigned to perform duties pursuant to the Washington Auto Theft Prevention Authority ("WATPA") Auto Theft Prevention Grant Program Grant Number 15-17 WATPA 005 ("WATPA Grant"). To that end, each agency shall be responsible for its own negligence, including its officers, officials, employees, agents and volunteers acting within the course and scope of their assigned duties during the period and performance of the Auto Theft Prevention Grant. Each agency shall defend and hold harmless the other agency harmless for its acts or omissions, which include reasonable attorney fees. Any such liability shall be apportioned among the parties or other defendants in accordance with the laws of the state of Washington.
- B. Nothing in this section shall be interpreted to constitute a waiver by either of the parties of immunity that is available against claims under Title 51 RCW; provided that such immunity will not diminish any of the parties' responsibility to hold each other harmless as provided herein.
- C. Nothing in this Agreement relieves, or supplants, any public agency of any obligation or responsibility imposed upon it by law.

VIII. SEVERABILITY

This Agreement may only be amended by written agreement of all the undersigned parties.

IX. ADHERENCE TO CITY POLICIES AND PROCEDURES

Lakewood commissioned officers assigned to Fife pursuant to Washington Auto Theft Prevention Authority ("WATPA") Auto Theft Prevention Grant Program Grant Number 15-17 WATPA 005 ("WATPA Grant") and this Agreement are required to discharge all the duties of their office and adhere to the City of Lakewood's Police Department policies and procedures at all times. Said officers remain subject to discipline by the City of Lakewood for failure to comply with either City of Lakewood or City of Fife policies and procedures (to the degree City of Fife policies and procedures do not conflict with the City of Lakewood Police Department policies and procedures).

Any officer assigned to the City of Fife for purposes of this Agreement and the WATPA Auto Theft Prevention Grant Program remains subject to call by the City of Lakewood Police Department Chief of Police or his/her designee for emergencies, special assignment or overtime duty. Additionally, any officer so assigned retains the ability continue with other duties and assignments related to their position with the Lakewood Police Department.

X. SUPPLANTING

Supplanting with WATPA grant funds is strictly prohibited.

CITY OF LAKEWOOD

John G. Caulfield 2/23/2016
John Caulfield, City Manager/Date

Attest:

Alice M. Bush
Alice Bush, City Clerk/Date
2-24-16

Approved as to Form:

Heidi A. Wachter 2/22/16
Heidi A. Wachter, City Attorney/Date

CITY OF FIFE

Subir Mukerjee 3/22/16
Subir Mukerjee, City Manager/Date

Attest:

Carol L. Egen 3/22/16
Carol Egen, City Clerk/Date

Approved as to Form:

[Signature] 3/22/16
City Attorney/Date