

RESOLUTION NO. 1713

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH PIERCE COUNTY FOR ASSIGNMENT OF ONE PIERCE COUNTY COMMISSIONED DEPUTY PURSUANT TO THE WATPA AUTO THEFT PREVENTION GRANT PROGRAM

WHEREAS, the Fife Police Department oversees the Washington Auto Theft Prevention Authority Auto Theft Prevention Grant Program through the Washington Association of Sheriffs and Police Chiefs (WASPC); and

WHEREAS, currently, this grant is fully funded, with no associated costs to the City of Fife, from September 1, 2015 to June 30, 2017; and

WHEREAS, the Fife Police Departments currently does not have available staffing to contribute to this task force, but is responsible for all reimbursements and establishment of proper accounting procedures and audit trail; and

WHEREAS, the Pierce County has a commissioned deputy available for assignment to the task force; and

WHEREAS, the attached memorandum of understanding authorizes the City of Fife to reimburse Pierce County from task force grant funds, for salary and benefits during the period of the Pierce County Deputy's assignment to WAPTA; now therefore

BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute the Memorandum of Understanding- City of Fife and Pierce County-For Assignment of Pierce County Commissioned Deputy Pursuant WATPA Auto Theft Prevention Grant Program Number 15-17 WATPA 005 substantially in the form attached hereto.

ADOPTED by the City Council at an open public meeting held on the 22nd day of March, 2016.

  
Winston Marsh, Mayor

Attest:

  
Carol Etgen, City Clerk

**MEMORANDUM OF UNDERSTANDING - CITY OF FIFE AND PIERCE COUNTY - FOR  
ASSIGNMENT OF PIERCE COUNTY COMMISSIONED DEPUTY PURSUANT WATPA AUTO THEFT  
PREVENTION GRANT PROGRAM  
NUMBER 15-17 WATPA 005**

This Memorandum of Understanding (hereafter "Agreement") between Pierce County ("Pierce County") 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 \_\_\_\_\_, 2016.

**I. PARTIES**

The parties to this Agreement are Pierce County ("Pierce County") 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) Pierce County Sheriff's Department commissioned deputy 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. Pierce County will provide one (1) City of Pierce County Sheriff Department commissioned deputy to the City of Fife Police Department; the City of Fife will reimburse Pierce County 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 Pierce County deputy'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 this Agreement.

### **III. AUTHORITY**

This Agreement is entered into pursuant to Chapters 10.93 (Washington Mutual Aid Peace Deputy's 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 Pierce County commissioned deputy 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 15<sup>th</sup> 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](mailto: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 4<sup>th</sup> of July weekend is essential. **Any reimbursement documents reaching Fife or WATPA 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
Pierce County S.D.	FTE Deputy's Salary	Up to \$195,843.00
	Benefits for 16 months	Up to \$61,983.26
OT & Training		TBD

Total		Up to \$257,826.26
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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 Pierce County commissioned deputy 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 deputy's, 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**

Pierce County commissioned deputy's 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 Pierce County's Sheriff Department policies and procedures at all times. Said deputy remains subject to discipline by Pierce County for failure to comply with either Pierce County or City of Fife policies and procedures (to the degree City of Fife policies and procedures do not conflict with Pierce County Sheriff Department policies and procedures).

Any deputy 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 Pierce County Police Department Sheriff or his/her designee for emergencies, special assignment or overtime duty. Additionally, any deputy so assigned retains the ability continue with other duties and assignments related to their position with the Pierce County Sheriff Department.

PIERCE COUNTY

CITY OF FIFE

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Paul A. Pastor, Sheriff/Date

\_\_\_\_\_  
Subir Mukerjee, City Manager/Date

Attest:

Attest:

\_\_\_\_\_  
TBD/Date

\_\_\_\_\_  
Carol Etgen, City Clerk/Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
TBD, Deputy Prosecutor/Date

\_\_\_\_\_  
City Attorney/Date