RESOLUTION NO. 2414

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR SIGN A MEMORANDUM OF UNDERSTANDING WITH PIERCE COUNTY TO RECEIVE GRANT FUNDING FOR THE TAHOMA REGIONAL TASK FORCE.

WHEREAS, the Pierce County Sheriff's Department has received a grant from the Department of Commerce for the Tahoma Regional Task Force; and

WHEREAS, the grant period is from July 1, 2014 through June 30, 2015; and

WHEREAS, the City of Bonney Lake will receive $21,385.08. ($1,782.09/month) from Department of Commerce Grant #M14-31440-013; Federal funding (CFDA 16.738) - $16,722.48; State funding $4,662.60.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to sign the Memorandum of Understanding between the City of Bonney Lake and Pierce County for the Tahoma Regional Task Force.

PASSED BY THE CITY COUNCIL this 23rd day of September, 2014.

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BONNEY LAKE
AND
PIERCE COUNTY

WHEREAS, the Pierce County Sheriff Department has received a grant from the Department of Commerce for the Tahoma Regional Task Force;

WHEREAS, the grant is for the period of July 1, 2014 through June 30, 2015;

WHEREAS, the grant allows for reimbursement for salaries to participating cities in order to perform the activities of the Tahoma Regional Task Force;

NOW THEREFORE, the City and the County agree to the following:

1. For the period of 07/01/14 to 06/30/15 the City has been allocated $21,385.08 ($1,782.09/month) from Department of Commerce Grant #M14-31440-013. Federal funding (CFDA 16.738) - $16,722.48; State funding $4,662.60.

2. The City shall submit a monthly invoice by the 5th of each month to meet the billing deadline established by Department of Commerce. The invoice shall be mailed to: Pierce County Sheriff Department, 930 Tacoma Avenue, Tacoma, WA 98402, Attention: Business Unit.

3. The invoice shall include: Officer’s name, date of service and hours worked, rate of billing using the department’s current rate, payroll reports and timesheets.

4. If the City does not submit the appropriate billings within 30 days of end of grant period, the County shall not be obligated to reimburse the City.

5. The funding does not include equipment. Equipment needs are the responsibility of the City.

6. The grant funding may not be sufficient to cover the entire fiscal year. In the event the funding is depleted prior to the end of the fiscal year; Pierce County will not be responsible for paying billings submitted following depletion of the funds.

7. By executing this Agreement, Pierce County certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal Assistant Programs under Executive Order 12549 “Debarment and Suspension”. Pierce County certifies that it will not contract with a subcontractor that is debarred or suspended. The City certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal Assistant Programs under Executive Order 12549 “Debarment and Suspension”. The City certifies that it will not contract with a subcontractor that is debarred or
suspended.

8. City also agrees to Single Audit Act Compliance which states: *If the Public Agency or Non-profit Agency is a sub recipient of a federal award as identified in this agreement, the Agency shall comply with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.*

9. This agreement shall be renewed upon continuation of grant funding and the new grant period shall apply to the beginning and end dates of the grant award.

10. Either party may terminate this agreement with 30 days written notice

11. The City certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other funding.

12. COMMERCE and the state of Washington are not liable for claims or damages arising from a subcontractor’s performance of this subcontract.

END OF AGREEMENT. SIGNATURE PAGE IMMEDIATELY FOLLOWING.
IN WITNESS WHEREOF, the parties have executed this Agreement this 15th day of October, 2014.

CONTRACTOR:

[Signature]
Contractor Signature

9/23/14
Date

Name: Neil Johnson, Jr.
Name:

UBI No.: 277-000-898
UBI No.: 

Address: 9002 Main St E, Bonney Lake WA 98391
Address: 

Mailing Address: PO Box 7380, Bonney Lake WA 98391
Mailing Address: 

Contact Name: Dana Powers, Chief of Police
Contact Name: 

Phone: (253) 862-2218
Phone: 

Fax: (253) 862-8538
Fax: 

PIERCE COUNTY:

Reviewed:

[Signature]
Reviewed:

Date
Date

Prosecuting Attorney (as to form only)

Budget and Finance

Approved:

[Signature]
Approved:

Date
Date

Department Director

(less than $250,000)

County Executive (over $250,000)

Date
Date
# MOU between the City and Pierce County for the Tahoma Regional Task Force (2014-2015)

**Full Title/Motion:** A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, To Approve The Mayor Of Bonney Lake To Sign An MOU With Pierce County In Order To Receive $21,385.08 Funds For Participation In The Tahoma Regional Task Force.

**Administrative Recommendation:** Approve

**Background Summary:** The Bonney Lake Police Department has participated in the Tahoma Regional Task Force since the late 1990's. Pierce County receives a federally funded grant as well as State funds in order for participating agencies to continue in the Tahoma Regional Task Force. This task force has brought in thousands of dollars to the City due to seizures and forfeitures. We also use the task force for illegal drug activity within the city.

**Attachments:** Memo of Understanding between the City of Bonney Lake and Pierce County.

### BUDGET INFORMATION

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**Budget Explanation:** No Anticipated Budget Impact.

### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:** Public Safety  
Date: 15 September 2014  
Approvals: □ Watson, Chair  
□ Rackley, Councilmember  
□ Hamilton, Councilmember  
Forward to: Council Meeting  
Consent Agenda: □ Yes □ No

**Commission/Board Review:**

**Hearing Examiner Review:**

### COUNCIL ACTION

**Workshop Date(s):**
**Meeting Date(s):** September 23, 2014  
**Public Hearing Date(s):**

**APPROVALS**

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<td>DP</td>
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<td>by City Attorney</td>
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(If applicable)