

INTERLOCAL COOPERATION AGREEMENT FOR
USE IN DISTRIBUTION OF FUNDS AND ALLOCATION OF RESOURCES
PURSUANT TO THE 2013-2015 WASHINGTON AUTO THEFT PREVENTION GRANT
AWARD

I. PARTIES

The parties to this Agreement are the municipalities of Lakewood, Tacoma, Fife, Sumner, Bonney Lake, Puyallup, on behalf of their respective police departments, The Pierce County Sheriff's Department, The Pierce County Prosecuting Attorney's Office, Washington State Patrol, Pierce County Public Transportation Benefit Area Corporation Pierce Transit (Pierce Transit), and the Washington Auto Theft Prevention Authority (WATPA).

II. AUTHORITY

THIS AGREEMENT is entered into pursuant to Chapters 10.93 and 39.34 of the Revised Code of Washington.

III. PURPOSE

The parties desire to establish and maintain a multi-jurisdictional team to effectively respond to, prevent and investigate auto theft and related crimes. This Agreement is not intended to replace any previously executed interlocal agreements by the parties to provide backup law enforcement services.

IV. FORMATION

There is hereby created a multi-jurisdictional task force to be hereafter known as "Auto Crime Enforcement (ACE)", the members of which shall be the municipalities of Lakewood (LPD), Fife (Fife PD), Sumner (Sumner PD), Bonney Lake (Bonney Lake PD), Puyallup (Puyallup PD), Tacoma (Tacoma PD), as well as the Pierce County Sheriff (PCSO), The Pierce County Prosecuting Attorney's Office, the Washington State Patrol (WSP) and Pierce Transit, The Task Force will be managed by a ACE/WATPA Board, hereinafter referred to as "The Board" in a manner that is consistent with the provisions of the Task Force Policy Manual (Appendix B) and organized in a manner consistent with Appendix A. The Board will be comprised of members from each of the partner agencies and WATPA and will meet on a quarterly basis at a minimum

V. STATEMENT OF PROBLEM

Whereas, the named entities recognize a need for proactive regional cooperation to address the problems created by auto theft within the region; and

Whereas the Washington State Legislature has recognized that automobiles are an essential part of our everyday lives and that the family car is typically the second largest investment a person has so that when it is stolen, it causes a significant loss and

inconvenience to people, imposes financial hardship, and negatively impacts their work, school, and personal activities. Appropriate and meaningful penalties that are proportionate to the crime committed must be imposed on those who steal motor vehicles; and

Whereas, law enforcement agencies throughout the County have determined that a concentrated and coordinated effort is critical to an effective statewide response to vehicle theft and have agreed to provide mutual aid and share resources as necessary to further the interests outlined in the application for the 2013-2015 Washington Auto Theft Prevention Grant, NOW THEREFORE, the parties agree as follows:

VI. TEAM OBJECTIVES

Individuals from each of the participating jurisdictions (as well as non-participating jurisdictions) will be consolidated and form ACE. ACE will service jurisdictions within Pierce County with emphasis on the participating jurisdictions. The object shall be to provide a consolidated response from each jurisdiction by utilizing the training of each assigned officer, equipment funded by the WATPA grant, and to prosecute crimes related to auto theft by use of a specifically allocated Pierce County Prosecutor. Each participating agency shall solicit a representative to serve as a member of the Board.

VII. DURATION AND TERMINATION

This agreement shall commence on July 1, 2013 and continue until WATPA Auto theft Prevention Grant funds are no longer available or until June 30, 2015. It is the parties' intent to be bound by the terms of this agreement without need for further extensions upon written notice to each participating jurisdiction that additional funding has been authorized beyond June 30, 2015.

Any party may withdraw from the Agreement upon the giving of thirty (30) days written notice of intent to withdraw to the Board. Withdrawal prior to the grant's expiration means that the withdrawing party is no longer eligible for related grant funds beyond reimbursement for approved grant expenditures that were accrued prior to withdrawal. Termination of this agreement and/or withdrawal of a party shall not terminate paragraph XVII hereof with respect to the withdrawing party as to any incident arising prior to the withdrawal of the party and paragraph XVII 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. The parties may terminate this contract by mutual agreement in writing.

VIII. NOTICE

To provide notice for termination or other processes relative to this agreement, notice may be sent to the entity below as well as to the City of Lakewood as Lead Administrative Agency.

Washington Auto Theft Prevention Authority c/o
Mr. Michael Painter, Executive Director
3060 Willamette Dr. NE, Suite 101
Lacey, WA 98516

City of Lakewood Police Department
9401 Lakewood Dr. SW
Lakewood, WA 98499
Attn: Faye Landskov

IX. ADMINISTRATION

The City of Lakewood through its Police Department is the recipient of a grant awarded by WATPA with which it contracts directly, and shall serve as the Lead Administrative Agency for purposes of this Agreement. The Lead Administrative Agency shall be responsible for all purchases of equipment, and for establishing proper accounting procedures, audit trail, and the collection and provision of required reports and statistics. In addition, the Lead Administrative Agency shall review all bills that are being submitted by other agencies for reimbursement to ensure that those bills comply with grant policies and regulations prior to submitting them to WATPA for payment. All other participants shall be considered Sub recipients.

X. COMMAND AND CONTROL

In the event of a mobilizing incident, the primarily responsible agency will be the agency in whose jurisdiction the incident has taken place. The primarily responsible agency shall appoint a command level officer to serve as Incident Commander, the officer in charge of the local event. The incident Commander retains full authority and control throughout the incident and shall make any decision as to the resolution of the incident. When the members of ACE who are not grant funded are not specifically investigating or otherwise working on auto theft prevention cases, the members will work on cases assigned by their individual agencies.

XI. PRESS RELEASES

All agencies participating in this agreement will make press releases only through the designee of the agency in whose jurisdiction the incident has taken place, or such press releases may be made through the Board, if agencies have concurrent jurisdiction.

XII. EQUIPMENT, TRAINING AND BUDGET

The City of Lakewood is the recipient of a \$871,744.00 grant for the 2013-2015 WATPA Grant Period July 1, 2013 – June 30, 2015. Grant Funds have been allocated for specific use and in the amounts provided in Attachment “A”. In addition, The City of Lakewood will lease one vehicle for the duration of the Grant and the costs to the City that are associated with the leased vehicle will be reimbursable.

Each agency is authorized to use the Automated License Plate Reader (ALPR). (Officers using ALPR must ensure that the use is consistent with his or her agency’s use policy.) Scheduling for the use of those items will be accomplished through the Lakewood Police Department’s Designee and in a manner consistent with Attachment “B”. Each agency agrees that the maintenance, repair or replacement of any equipment shall be the responsibility of the Agency in whose care the equipment was when it required repair or was lost or stolen.

(See Attachment B). Each agency agrees to make repairs or replacements within 30 days unless otherwise agreed.

XIII. OVERTIME

Overtime funds are limited and shall not exceed \$10,000 dollars. Overtime expenditures must be pre-approved and will only be subject to reimbursement if (1) the activity is specifically related to auto theft prevention efforts and (2) funds are available. When funds are expended, no overtime expenditures will be authorized by ACE or WATPA. For this reason, available funds for reimbursement will be distributed according to the applicable provisions of the Task Force Policy Manual until those funds are depleted.

XIV. DISTRIBUTION OF ASSETS UPON TERMINATION

At the termination of this agreement, any assets acquired by the City of Lakewood Police Department with grant funds shall become the property of the City of Lakewood.

XV. REIMBURSEMENT OF FUNDS

All agencies requesting reimbursement for approved expenditures must submit appropriate invoices and itemized receipts no more frequently than once each month for actual expenses. Each reimbursement request must contain a completed reimbursement request expenditure form as provided in Attachment C. Reimbursements will be made for actual expenses based upon the available budgeted amounts provided in Attachment "A". The Sub recipient will be responsible for timely submittal of billing documentation and data reporting to the Lead Administrative Agency. Expenditures made prior to the award date or after the grant expiration date are not authorized and will not be reimbursed. The Sub recipient must assist the Lead Administrative Agency in monitoring the activities attributed to the WATPA grant.

Sub recipients seeking reimbursement must send all documentation to the City of Lakewood at the following address:

City of Lakewood Police Department
9401 Lakewood Dr. SW
Lakewood, WA 98499
Attn: Faye Landskov

WATPA shall reimburse Sub recipient agencies on a timeline to be determined by WATPA. Reimbursements will be made in accordance with the City of Lakewood's reimbursement policies in Attachment "D". Requests for reimbursement for per diem (meal expenditures) must be accompanied by a receipt itemized to show the item purchased. Copies of timesheets are required for overtime reimbursement. Reimbursement will be made only up to the amount of the limit of the award as indicated in Attachment "A". Any cost beyond that will be absorbed by the employee's original agency.

XVI. RECORDS

Each jurisdiction shall maintain records related to ACE for a minimum of seven (7) years. A copy of these records will be forwarded and maintained with the Lead Administrative Agency. All records shall be available for full inspection and copying by each participating jurisdiction. Records related to ACE include but are not limited to Quarterly Progress Reports (Attachment E), Invoices, and Requests for Reimbursement along with supporting documentation. (The Quarterly Program Report and Invoice can be obtained on line at <http://WATPA.WSPC.ORG> .)

XVII. POLITICAL ACTIVITIES PROHIBITED

No award funds may be used in working for or against ballot measures or for or against the candidacy of any person for public office.

XVIII. LIABILITY/ INDEMNIFICATION

Each entity shall be responsible for the wrongful or negligent actions of its employees while assigned to ACE as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this agreement is not intended to diminish or expand such liability.

- a. To that end, each entity promises to hold harmless and release all other participating Cities, WSP, County, other participating entities and the WATPA from any losses, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.
- b. Nothing herein shall be interpreted to:
 1. Waive any defense arising out of RCW Title 51.
 2. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the officer(s) was acting beyond the scope of his or her employment.
 3. Cover or require indemnification or payment of any judgment against any individual or entity for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or entity. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This

agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

XIX. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signature of all of the parties reflected hereon as the signatories.

XX. FILING

As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the required City Clerks, the County Auditor or, alternatively, listed by subject on the public agency's website or other electronically retrievable public.

XXI. AMENDMENTS

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

XXII. SEVERABILITY

If any section of this Agreement is adjudicated to be invalid, such action shall not affect the availability of any section not so adjudged.

XXIII. AUTHORIZATIONS

This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. This Agreement shall be deemed effective upon the last date of execution by the last so authorized representative. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

CITY OF LAKEWOOD

WASHINGTON STATE PATROL

City Manager, Lakewood Date

John R. Batiste, Chief Date

Attest:

Attest:

Alice M. Bush, MMC
Date

City Clerk
Date

Approved as to Form:

Approved as to Form:

Heidi Wachter, City Attorney

Shannon Inglis
Assistant Attorney General

PIERCE COUNTY SHERIFF

PIERCE COUNTY PROSECUTING
ATTORNEY

Paul Pastor, Pierce County Sheriff, Date

Pierce County Prosecutor

Attest:

Attest:

City Clerk Date

City Clerk Date

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

Deputy Prosecuting Attorney

CITY OF TACOMA

Donald Ramsdell, Chief Date

Attest:

City Clerk Date

Approved as to Form:

Michael Smith, Deputy City Attorney

PIERCE TRANSIT

Lynn Griffith, CEO Date

Attest:

Wayne Fanshier
Vice President of Finance

Approved as to Form:

Dana Henderson, General Counsel

CITY OF PUYALLUP

City Manager, Puyallup Date

Attest:

Brenda Arline, City Clerk Date

Approved as to Form:

Kevin Yamamoto, City Attorney
General

CITY OF FIFE

Dave Zabell, City Manager Date

Attest:

City Clerk Date

Approved as to Form:

Loren Combs, City Attorney

CITY OF SUMNER

CITY OF BONNEY LAKE

Dave Enslow, Mayor Date

Neil Johnson Mayor, Date

Attest:

Attest:

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Bret Vinson, City Attorney

City Attorney

Attachment A

Budget and Overtime Awards

WATPA Grant Budget
Breakout

Description	Amount	Used By
Salary & Fringe Benefits	\$245,544.00	PC
Pros.	\$290,400.00	Prosecutor
Overtime for team *	\$10,000.00	Various
LPD Officer	\$250,800.00	LPD
Office Lease	\$13,000.00	TEAM
Training	\$5,000.00	TEAM
Media for Public Service	\$4,000.00	
Leased Vehicles **	\$12,000.00	LPD
PE/PI Funds	\$ 16,000.00	TEAM
Lariat	\$25,000.00	TEAM

Overtime expenditures must be preapproved and will be distributed according to the provision of the Task Force Policy Manual and as grant funds are available. Overtime expenditures shall not exceed \$10,000.00.

** The monthly costs associated with vehicles leased by the City of Lakewood are subject to reimbursement with appropriate documentation until expiration of the grant period. The total available funds for leased vehicle costs shall not exceed \$12,000.00 collectively.

Attachment B

Use of Equipment

The parties agree that the use of equipment purchased by the ACE Funds shall primarily be for ACE although it is the intent of the parties to use the purchased equipment throughout Pierce County and in jurisdictions that are not parties to this agreement. Each party shall keep records of how the equipment has been used to serve the efforts of auto theft prevention for grant statistical purposes and shall provide those statistics to the Lakewood Police Department on a quarterly basis.

Further, each party to this agreement may schedule to use the ALRP or other purchased equipment through the Lakewood Police Department's Designee in a manner consistent with the Washington Association of Sheriff and Police Chiefs (WASPC) use and access policy now and hereinafter adopted. The parties further agree that the jurisdiction/party using the equipment bears the cost of replacement or repair of the property should the item need repair or be stolen while in the possession of the sub recipient.

Attachment C

Expenditure Reimbursement Request Forms

Washington Auto Theft Prevention Authority
Grant Award Expenditure Reimbursement Request

Agency seeking reimbursement:	
Remit payment address:	
Award number:	
Billing for the Month/Year of:	

Description	Total Budget	Total Prior Billings	Current Billing	Total Billing YTD	Award Balance
A. Personnel				0.00	0.00
Employee				0.00	0.00
B. Benefits				0.00	0.00
C. Overtime				0.00	0.00
D. Consultants/ Contracts				0.00	0.00
E. Travel/ Training				0.00	0.00
F. Other Expenses				0.00	0.00
Equipment/ Technology				0.00	0.00
G. Public Outreach				0.00	0.00
H. Prosecution				0.00	0.00
I. Totals	0.00	0.00	0.00	0.00	0.00

I hereby certify that the items and totals listed herein are proper charges for materials, merchandise or services furnished under the contract with the Washington Auto Theft Prevention Authority.

Signature	Date
Printed Name/Title	Phone Number

WATPA APPROVAL	
Signature	Date
Michael Painter, WATPA Executive Director	
Printed Name/Title	

Attachment D

City of Lakewood Reimbursement Policy

SECTION: GENERAL PROVISIONS			SUBJECT: REIMBURSEMENT FOR EXPENSES		
			INDEX NO: 100-02		
Effective Date: 12/01/99	Supersedes: N/A	Page No: 1 Of: 2	Prepared By: Debra Young	HR & Services Director's Approval:	City Mgrs. Approval:

1.0 PURPOSE:

To provide a procedure for reimbursement of business expenses.

2.0 ORGANIZATIONS AFFECTED:

All departments/divisions.

3.0 REFERENCES:

City's Travel Policy R95-17 (Nov. 13, 1995) (See Attached)

4.0 POLICY:

It is the policy of the City of Lakewood to reimburse employees consistent with R95-17 for authorized reasonable and customary expenses properly documented and actually incurred in connection with the conduct of City business.

4.1 The City shall reimburse employee expenses for authorized transportation, lodging, meals (excluding alcohol), meetings, conferences, or other authorized activities incurred by such employees in connection with officially assigned duties.

4.2 Employees conducting City business are representatives of the City and are expected to maintain a high level of professionalism and follow all City policies and procedures.

4.3 Use of personal automobiles by employees in connection with officially assigned duties and other travel for approved public purposes when City owned vehicles are not available shall be reimbursed upon submission of a duly certified claim form at the rate identified in Resolution 95-17.

Subject: Reimbursement of Expenses

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4.4 Claims for reimbursement shall be certified by the employee on a City Expense Claim form approved by the appropriate Department Director and submitted to the Finance Department, no later than fifteen (15) days after completion of the travel or authorized activity. Exceptions will apply as identified in R95-17.

4.5 In the case of lost or non-available receipts, certification is required for all reimbursements. Certification is to be made on the No-Receipt Certification form.

5.0 DEFINITIONS:

Not applicable.

6.0 PROCEDURE:

6.1 An employee's supervisor must authorize any business-related expenses in advance including business meetings and working lunches conducted at non-City owned facilities. Under normal circumstances, employees should use the most efficient mode of transportation available, book the least expensive fares, and stay in and eat at moderately priced establishments.

6.2 Employees should provide their supervisor with a copy of their itinerary before leaving on business travel. Employees who are traveling to the same event should try to jointly schedule their transportation and lodging to minimize cost.

6.3 Any business expenses not authorized by R95-17 will not be paid or reimbursed and are the employee's personal responsibility. If prohibited expenses are charged to the City, it is the employee's responsibility to immediately reimburse the City.

City of Lakewood
Administration
CITY-WIDE
Policies & Procedures

SUBJECT: Travel Policy		INDEX: Travel Policy	
		NUMBER: Travel Policy: 002	
Effective Date: 2/15/07	Supersedes: Travel Policy 001	Page 1	Of: 9
		Prepared By: Sherri Gordon Galen Kidd	Approved By:

ARTICLE I: POLICY

1. **PURPOSE:** The purpose of this policy is to establish the City’s travel policies and to delineate those valid business expenses for which payment or reimbursement may be sought by employees, officials and volunteers of the City. Personnel traveling for the purposes of and funded by grant money will rely on the provisions of this policy in instances where the individual grant has no guidelines.
2. **PERSONS AFFECTED:** This policy applies to City employees, City officials, and volunteers of the City of Lakewood, hereafter referred to as “authorized staff.”
3. **REFERENCES:** Internal control procedures of Finance, Chapter 42.24 RCW, Policy 500-14 Use of City Vehicles, Safety Policy 1400-01 Driving Licensure, and current credit card policy of the city.
4. **POLICY STATEMENT:**
 - A. It shall be the policy of the City of Lakewood to allow the attendance and participation of authorized staff at meetings, conventions and seminars (hereafter referred to as events) where such participation is determined to be in the best interests of the City.
 - B. All subsistence rates, allowances and payments provided under this policy shall be paid when authorized staff is engaged in City business and where the attendance or participation at events has been authorized in advance by the approval authority. The City Manager shall be the approval authority for City employees and volunteers, and the City Council shall be the approval authority for the City Manager and/or City officials; provided, however, that an elected official shall not be required to obtain approval of the City Council to travel on City business unless and until that elected official has expended over one-seventh (1/7th) of the total travel related budget allocated for the entire City Council for the year in which such expenses are incurred, or because of the travel expenses anticipated to be incurred in that elected official’s travel would reasonably be expected to cause that the elected official’s travel expenses to exceed one-seventh (1/7th) of the total travel related budget allocated for the entire City Council for the year in which such expenses are incurred.
 - C. Travel expenses that are not otherwise provided may be paid by the City by the use of either:

- (1) the receipt method; or
- (2) the per diem method.

Only one method must apply for the entire trip.

When the receipt method is used, receipts, proof of payment documentation, or certification in the case of lost or non-available receipts are required for all reimbursements. Such documentation shall be provided to the Finance Department within five (5) business days of returning from travel.

When the per diem method is used, a Travel Expense Voucher must be completed and submitted to the Finance Department within five (5) business days of returning from travel.

- D. If authorized staff desires to have their family members or guests accompany him/her on any City related travel, the authorized staff shall advise the City at the time the advanced travel request is made. The authorized staff shall provide payment of any costs for family members or guests so that no obligation by the City exists during any period of time.
- E. When travel costs and/or registration or other fees have been paid by the City on behalf of the authorized staff, and that the authorized staff fails, without good cause to attend the event said staff shall reimburse the City the amount paid by the City. Questions of good cause shall be determined by the approval authority.

Operating city owned vehicles requires a valid Washington State driver's license. Employees shall provide proof of a current and active Washington State driver's license to the Human Resource Department. . It is the responsibility of the employee to provide Human Resources copies of the active driver's license including any conditions and situations that may impact the employee's driver's license. When using a personal vehicle for City business, proof of a valid Washington State driver's license and valid insurance is required.

- F. The City shall pay for the least costly and/or appropriate mode of transportation to the destination.
- G. The City shall not reimburse more than the reasonable cost of travel.
- H. All out-of-state travel must be pre-approved by the approval authority before the commitment of liability against the City of Lakewood for payment.

ARTICLE II: DEFINITIONS

- 1. **ADVANCE TRAVEL PAYMENT** – Payment in advance for out-of-pocket travel expenses for authorized travel may be made from an advanced travel fund. Travel advances are not intended for travel tickets, pre-registration fees, prepaid lodging or other such items which can normally be billed to the City, paid through the regular accounts payable system, or City credit card.
- 2. **APPROVAL AUTHORITY** – The City Manager or designee shall be the approval authority for City employees and volunteers. The City Council shall be the approval authority for the City Manager and/or City officials except as provided under Article 4.B. above.

3. AUTHORIZED STAFF –City Employees, City officials, and volunteers of the City of Lakewood.
4. CITY EMPLOYEES –All regular, temporary or seasonal employees of the City of Lakewood, whether full-time or part-time and whether represented by a bargaining unit or not, including but not limited to the City Manager, department heads, supervisory or management employees.
5. CITY OFFICIALS:
 - 5a. ELECTED OFFICIALS –Members of the City Council holding current office, whether they have been elected to that position or appointed to fill a vacant position on the City Council.
 - 5b. APPOINTED OFFICIALS –All members of City boards, commissions or committees, who are not employees of the City but who have been appointed to represent the City as a non-paid volunteer on such board, commission or committee.
6. CONTRACT EMPLOYEE –An individual working under contract for the City in the performance of a specific project who is not a regular employee or may not be on staff, but a member of an organization allied with the City on a specific project who might represent the City at approved events or as an agent of the City on a specific, contracted project.
9. EVENTS –For purposes of this policy, events refer to a conventions, seminars and meetings, for municipal, political, educational and professional purposes for which attendance by authorized staff is beneficial to the City of Lakewood.
7. GUESTS – Any person(s) other than employees, City officials or authorized volunteers for the City of Lakewood. Guests may include relatives of the employee/City official/ volunteer.
8. IN-STATE TRAVEL–Travel within the State of Washington.
9. OUT-OF-STATE TRAVEL –Travel anywhere outside the boundaries of the State of Washington.
10. PER DIEM METHOD – A daily allowance for eligible meals and incidentals in connection with authorized City-related travel.
11. RECEIPT METHOD – Reimbursement for eligible meals and incidentals in connection with authorized City-related travel based upon original **itemized** receipts, such as credit card slips, cash register receipts, etc.
13. REIMBURSEMENT – Paid for by the City. Eligible expenses need not necessarily be reimbursements to the individual, they can be expenses paid by the City directly to the vendor.
10. VOLUNTEER – A person selected by the City to perform services for the benefit of the City out of his/her own free will for no financial payment.

ARTICLE III: GENERAL

1. Control of Travel

- A. An internal control system over travel, reimbursable under these regulations, is established by the City providing for prior authorization or approval by the approval authority.) Authorization of travel is to be exercised through the use of the current and adopted budget.
- B. An Advance Travel Payment Authorization Form is to be used whenever a travel payment in advance (*pre-payment*) is requested by an authorized staff and such forms shall be approved by the approval authority.
- C. Upon return from travel, authorized staff must complete a Travel Expense Voucher form, which is available on the Intranet or by contacting the Finance Department. Travel Expense Vouchers are to be audited by the Finance Department.
- D. Employees/volunteers must submit an Out-of-State Travel Request form with all required documentation attached. The Out-of-State Travel Request form must be approved by the City Manager before the liability to the City has been incurred on all events or other travel that involves out-of-state travel.
- E. If a question arises regarding the method of reimbursement to be allowed (receipt method vs. per diem method) under these travel regulations, the option elected shall be the option that is most advantageous and economical to the City. The method selected is not to be influenced by the personal travel plans of the authorized staff.
- F. Authorized staff is to exercise the same care and judgment in incurring expenses on official City business and accomplishing the purpose of the travel that a prudent person would exercise if traveling on personal business. Excessive or unnecessary expenses will not be reimbursed.
- G. Lodging expenses shall not be reimbursed or paid unless the total distance between the site of the event is at least fifty (50) miles (*one way, using the most direct route*) from the closer of either the traveler's official residence or official work-site. Under special circumstances involving early or late meetings, or multiple day meetings, lodging expenses for less than 50 miles distance may be authorized subject to City Manager's pre-approval and before the occurrence happens.
- H. Maximum payment for or reimbursement of transportation costs and expenses via commercial carrier is to be no greater than the cost of tourist class or its equivalent, provided that it shall be the responsibility of the authorized staff to request of the transportation vendor a "government rate," if available, unless a lower rate for the same travel service is available. Additionally, the maximum payment for or reimbursement of transportation costs and expenses shall not exceed the costs of the lesser/least expensive method of travel where there are two or more methods of travel reasonably available. All exceptions shall be approved in advance by the approval authority.

ARTICLE IV: MEALS AND LODGING

1. Basis for Reimbursements

- A. Reimbursement is to be for all authorized travel, subject to the restrictions provided herein, but shall not be made for expenses incurred at or between the City of Lakewood and the authorized staff person's residence and official work site.
- B. Payment for or reimbursement of any of the following expenses is prohibited:
 - 1. Liquor
 - 2. Tobacco
 - 3. Expense of a spouse or other persons not authorized to receive reimbursement under this policy
 - 4. Gratuities related to personal expenses
 - 5. Theft, loss or damage to personal property
 - 6. Barber or beauty parlor
 - 7. Airline or other trip insurance
 - 8. Personal postage
 - 9. Reading material
 - 10. Personal toilet articles
 - 11. Valet or laundry services
 - 12. Entertainment, including movies, television and video rentals, and travel expenses to and from such entertainment
 - 13. For grants, tips are not reimbursable
 - 14. For grants, telephone calls not related to work are not reimbursable
 - 15. For grants, social meals during site visits from granting authorities are not reimbursable
 - 16. Gambling
 - 17. Cash Advances
 - 18. Loans
- C. Allowable lodging expenses are intended to include the basic commercial lodging rate or the "government rate" (*whichever is the lowest cost for the City*) if available, any applicable sales taxes and/or hotel/motel taxes. It shall be the responsibility of the authorized staff to request of the lodging vendor a "government rate," if available, unless a lower rate for the same accommodations is available with the regular rate.
- D. Maximum meal allowances are intended to include the basic cost of a meal, any applicable sales tax, and any tip or gratuity not to exceed fifteen percent (15%) of the total cost of the meal.
- E. No payment for or reimbursement of meal expenses shall be allowed when the meals are provided as part of the event.
- F. Employees funded by grants must follow any reimbursement authorization/procedures pursuant to the grant.
- H. Lodging, Meals and Mileage Allowances
 - 1. The City will follow the US General Services Administration (GSA) schedules that provide for maximum reimbursement rates for lodging, meals, and incidental expenses for authorized staff traveling on official City business.

2. For all travel authorizations, accounts payable will advise the traveler of the per diem rates, by providing a printout to the authorized staff using the GSA Website for the location of stay..

3. Domestic Per Diem Rates

The above maximum lodging rates do not apply where lodging is tied to a specific hotel or motel or lodging accommodation in connection with the event being attended. The traveler should always look for a lower rate when applicable.

If special or unusual circumstances or other limitations exist in connection with the lodging for an event, higher lodging rates may be approved in advance by the approval authority.

4. Per Diem Amount. Meal costs for authorized staff in connection with City related travel shall be at the per diem rates as stated in the GSA Website. No receipts are required when the per diem method is used. It is provided, however, that if any meals are included or provided with the registration costs of the convention, seminar or meeting, the following percentages will be deducted from the per diem amount, corresponding with the meals that are included or provided, per day of the event:

(25%) BREAKFAST
(30%) LUNCH
(45%) DINNER
(100%) DAILY TOTAL

To determine meal allowance expense, please refer to the State of Washington Office of Financial Management Web site:

<http://www.ofm.wa.gov/resources/travel.asp>

5. It is provided, however, that if meal costs exceed the above maximum amounts, a receipt and a satisfactory explanation shall be provided to the City for each meal in excess of such amounts. The amount in excess of the above maximum shall not be paid unless approved by the City Manager.
6. To be eligible for meal allowances, the authorized staff must be in travel status during the normal meal period(s): To receive reimbursement for breakfast you must be in travel status before 7:00 A.M.; for lunch, before 12:00 noon and/or return after 1:00 P.M.; and for dinner, the authorized employee must be in travel status until after 6:00 P.M.
7. Meals are not reimbursed at events when authorized staff is allowed a lunch break for a free period of time (not a working lunch) unless there is an overnight stay.
8. Meals may be reimbursed if authorized staff must attend a mealtime business meeting to conduct official City business.
9. Meal allowances shall not be reimbursed when meals are furnished to the authorized staff as a part of the event being attended. If some but not all of the meals are provided as part of the event, the meal allowance reimbursement available to the authorized staff shall only be available for the specific meals not included.

I. Private Vehicle Mileage Reimbursement

1. The mileage reimbursement rate available for authorized staff using their own vehicles while on City related travel shall be the mileage reimbursement rate established by the Internal Revenue Service.
2. Contract employees are authorized to use city vehicles.
3. Employees using personal vehicles when an administrative vehicle is available may use their personal vehicle upon the authorization from their Department Director and/or City Manager. It is strongly recommended to utilize city vehicles if available.
4. When using a personal vehicle for City business, proof of a valid Washington State driver's license and valid insurance is required.

ARTICLE V: OTHER TRAVEL EXPENSES

1. Reimbursable Expenses

Reimbursable transportation expenses include all necessary official travel on airlines, buses, private motor vehicles, and other usual means of conveyance.

Daily commute transportation expenses between the employee's residence and the regular work site is a personal obligation of the employee and is not reimbursable by the City. Mileage in a personal vehicle from the employee's home directly to and/or from a work-related destination (*convention, seminar, training or meeting*) is reimbursable after deducting the mileage the employee would normally have driven commuting to and/or from home and the regular work site.

Reimbursement is to be payable to only one of two or more authorized staff traveling in the same motor vehicle on the same trip.

1. Miscellaneous Travel Expenses

Miscellaneous travel expenses essential to the transaction of official City business are reimbursable to the authorized staff. Reimbursable expenses include, but are not limited to:

- A. Taxi fares, motor vehicle rentals, parking fees, and ferry and bridge tolls.
- B. Registration fees required in connection with attendance at approved meetings, seminars or conventions.
- C. Telephone charges that are for City business. The number called should be noted on the lodging receipt.

ARTICLE VI: TRAVEL EXPENSE ADVANCES

1. Purpose of Travel Expense Advances

- A. The purpose of the travel expense advances is to defray the authorized staff's anticipated reimbursable expenses.
- B. Whenever it becomes necessary for authorized staff to travel and incur reimbursable expenses pursuant to the per diem method in connection with approved City related travel, a travel expense advance may be paid to authorized staff prior to departure.
- C. The City may also provide travel expense advances for lodging, if the lodging costs can be adequately determined in advance, in which case the lodging travel expense advance would be paid prior to departure. However, it is preferred that travel expense advances not be used for lodging or other such items which can normally be billed to the City, paid through the regular accounts payable system, or City credit card.

2. Advance Travel Request Procedures

- A. Authorized staff shall submit an Advance Travel Request to the approval authority which shall include a copy of the event agenda with dates and times. All out-of-state travel has to be pre-approved with the City Manager before commitments are made to the event.

- B. The Advance Travel Request shall be considered for approval by the Department Directors (*for their departments*), the City Manager (*for Department Directors*), by the City Council (*for the City Manager and/or City officials*). Upon approval of the proposed travel, the Advance Travel Request Form indicating approval shall be forwarded to the Director of Finance & Information Systems not less than one week before the departure date. The Finance & Budget Division will issue a city check to the authorized staff, after verification of the request form, including identification of BARS codes and vendor numbers.
- C. Employees/volunteers must submit an Out-of-State Travel Request form with all required documentation attached. The Out-of-State Travel Request form must be approved by the City Manager before the liability to the City has been incurred on all events that involve out-of-state travel.
- D. The following expenses should not be included in the advance travel request, but should be processed via requisition and purchase order, if applicable:
 - 1. Direct payments to vendors
 - 2. Airfare. (*This should be paid by the City through direct billing to the City before departure.*)
 - 3. Registration fees.
 - 4. Reimbursement for travel expenses already incurred.

If the above expenses cannot be processed via requisition and purchase order, whether because of time limitations or other circumstances, they may be included in the travel expense advance if approved by the approval authority.

3. Accounting for Travel Advances

Accounting for travel expenses shall be submitted to the Finance & Budget Division within five (5) business days after returning from the event related to city business. Such accounting shall be completed on the City's Travel Authorization and Expense Claim form and shall include the following:

- A. City employee or volunteer claims must be submitted to the City employee's or volunteer's department head or designated representative.
- B. City official claims must be submitted to the Director of Finance & Information Systems.
- C. The authorized staff member who has received advanced travel expenses is responsible for taking appropriate safety measures with respect to all monies received. The authorized staff shall be responsible to account for and/or replace, at his/her own expense, any monies to be repaid to the City even if advance travel expense funds are lost, misplaced or stolen.

4. Use of City Credit Cards

- A. The City's charge cards (*credit cards*) shall be used under authority of the City Manager and/or the Director of Finance & Information Systems, for the purpose of covering expenses incidental to budgeted, authorized travel by City employees or City officials, and for the purpose of covering other budgeted, City related expenses approved in advance by the City Manager if over a certain dollar limit and if the travel related expense is out-of-state. Such charge cards may be used by authorized employees to make arrangements for advance payment of airline fares, lodging, and registration fees as authorized by the approval authority, where such expenses have been included in the budget approved by the City Council. Additionally, charge cards in the form of gasoline credit cards are assigned to each individual vehicle which allows authorized staff to fuel the vehicle of the City while traveling, for authorized purposes. All credit card receipts and/or other documents identifying credit card expenditures shall be delivered to the Finance & Budget Division within five (5) business days upon return to City Hall along with the completed credit card disbursement form.
- B. Authorization and expense claim vouchers for credit card use are to be distributed back to the Finance & Budget Division no later than five (5) business days upon return from authorized travel. Any charges against the credit card not properly identified by the travel authorization and expense claim voucher or not allowed following an audit by the Finance & Budget Division or other qualified entity shall be paid by the authorized staff by check or United States currency to the City of Lakewood. If the Travel Authorization and Expense Claim form is not submitted within the time frame set forth above, a ten percent (10%) interest per annum amount will be assessed pursuant to Section 42.24.150 RCW.
- C. Any authorized staff that has been issued a credit card by the City shall not use the card fraudulently or used for any disallowed charges.
- D. The City Manager or the Finance & Information Systems Director has complete authority to recall any credit card and/or charge cards and take the credit card and/or charge cards from any employee for abuse or any unauthorized charges.
- E. The City shall have unlimited authority to revoke use of any charge card and, upon such revocation order being delivered to the credit card company, shall not be liable for any costs.

ATTACHMENT E

Quarterly Progress Report

Appendix B