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RETURN ADDRESS

City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

GMS APPLICATION NUMBER 2009-F5976-WA-SB

CONTRACT NO. _____

**THE STATE OF WASHINGTON
COUNTY OF CLARK**

SH 09-48

INTERLOCAL AGREEMENT

**AMONG THE CITY OF BATTLE GROUND, WA, THE CITY OF CAMAS, WA, THE
CITY OF VANCOUVER, WA, THE CITY OF WASHOUGAL, WA, AND THE COUNTY
OF CLARK, WA**

2009 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 15th day of May, 2009, by and among The COUNTY of Clark, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY; the CITY of Battle Ground, acting by and through its governing body, the City Council; the CITY of Camas, acting by and through its governing body, the City Council; the CITY of Vancouver, acting by and through its governing body, the City Council; and the CITY of Washougal, acting by and through its governing body, the City Council; hereinafter referred to as CITIES, all of Clark County, State of Washington, witnesseth:

WHEREAS, this Agreement is made under the authority of RCW 39.34.080; and

WHEREAS, the Bureau of Justice Assistance (BJA) as the administering organization of the JAG program has certified the COUNTY and the CITIES as disparate jurisdictions, requiring that they submit a joint application for the aggregate of funds allocated to them; and

WHEREAS, the BJA requires that the COUNTY and the CITIES designate one jurisdiction to serve as applicant/fiscal agent for the joint funds; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1. COUNTY agrees to act as applicant/fiscal agent for the \$656,698 of aggregate JAG funds.

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Section 2. COUNTY agrees, based on the Recovery Act JAG local allocations list published by the US Department of Justice to make funds from the aggregate fund available to the CITIES as follows: to the CITY of Battle Ground, \$19,701; to the CITY of Camas, \$12,228; to the CITY of Vancouver, \$423,457; and to the CITY of Washougal, \$12,908. Funds are to be used for local initiatives, salaries, benefits, technical assistance, training, equipment, supplies, contractual support, and information systems in accordance with the requirements set forth by BJA for JAG funds.

Section 3. CITIES agree to timely comply with all reporting obligations required by the grant's terms.

Section 4. CITIES agree to maintain and retain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Comptroller set forth in the December 2008 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with the Office of Management and Budget (OMB) Circulars 87, A-102, A-122, A-128, A-133. All of these documents are to be retained for a minimum of six years after the grant has been closed and available for review, upon request, to federal, state and County employees or their agents or officers. Review may occur at any time, even after six years, if the records are still available.

Section 5. CITIES agrees not to supplant their local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to the CITIES to fund programs within the JAG guidelines.

Section 6. CITIES agree to provide the COUNTY with progress reports, financial reports, and audit reports when required by the COUNTY in the form required by the COUNTY.

Section 7. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 8. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF BATTLE GROUND

SIGNATURE ON FILE

Dennis Osborn, City Manager

CITY OF CAMAS

SIGNATURE ON FILE

Paul Dennis, Mayor

CITY OF WASHOUGAL

SIGNATURE ON FILE

Stacey Sellers, Mayor

CITY OF VANCOUVER

SIGNATURE ON FILE

Pat McDonnell, City Manager

BOARD OF CLARK COUNTY COMMISSIONERS

SIGNATURE ON FILE

Marc Boldt, Chair

Steve Stuart, Commissioner

Tom Mielke, Commissioner

Approved as to form:

SIGNATURE ON FILE

Ted H. Gathe, City Attorney

Attest:

SIGNATURE ON FILE

R. Lloyd Tyley, City Clerk
By: Carrie Lewellen, City Deputy Clerk

Approved as to form only:

Arthur D. Curtis
Prosecuting Attorney

By:

Attest:

SIGNATURE ON FILE

Louise Richards, Clerk to the Board Deputy

* By law, the City Attorney's Office and Prosecuting Attorney's Office may only advise or approve contracts or legal documents on behalf of their respective clients. They may not advise or approve a contract or legal document on behalf of other parties. Their review of this document was conducted solely from the legal perspective of their respective clients. Their approval as to form of this document was offered solely for the benefit of their respective clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).