

SH 10-41

To be posted on City of Vancouver website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040).

RETURN ADDRESS

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

GMS APPLICATION NUMBER 2010-H5490-WA-DJ CONTRACT NO. _____

**THE STATE OF WASHINGTON
COUNTY OF CLARK**

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF VANCOUVER, WA AND COUNTY OF CLARK, WA**

2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 17th day of May, 2010, by and between The COUNTY of Clark, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY, and the CITY of Vancouver, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both 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 CITY 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 CITY 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.

GMS APPLICATION NUMBER 2010-H5490-WA-DJ CONTRACT NO. _____

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1. COUNTY agrees to act as applicant/fiscal agent for the \$136,878 of aggregate JAG funds.

Section 2. COUNTY agrees, based on the 2009 LERIS calculation of 56%, to make \$76,652 of the aggregate fund ($\$136,878 \times .56 = \$76,652$) available to the CITY to be used for local initiatives, technical assistance, training, equipment, supplies, contractual support, and information systems in accordance with the requirements set forth by BJA for JAG funds.

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

Section 4. CITY agrees 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 October 2009 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 awarded 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. CITY agrees not to supplant its 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 CITY to fund programs within the JAG guidelines.

Section 6. CITY agrees 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 VANCOUVER

BOARD OF CLARK
COUNTY COMMISSIONERS

SIGNATURE ON FILE

Pat McDonnell, City Manager

Steve Stuart, Chair

Marc Boldt, Commissioner

Tom Mielke, Commissioner

Approved as to form:

Approved as to form only:
Arthur D. Curtis
Prosecuting Attorney

SIGNATURE ON FILE

Ted H. Gathe, City Attorney

By: _____

Attest:

Attest:

SIGNATURE ON FILE

R. Lloyd Tyler, City Clerk
Carrie Lewellen, City Deputy Clerk

Louise Richards, Clerk to the Board

* 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).

CITY OF VANCOUVER

BOARD OF CLARK
COUNTY COMMISSIONERS

SIGNATURE ON FILE

Pat McDonnell, City Manager

Steve Stuart, Chair

Marc Boldt, Commissioner

Tom Mielke, Commissioner

Approved as to form:

Approved as to form only:

Arthur D. Curtis

Prosecuting Attorney

By:

SIGNATURE ON FILE

Ted H. Gathe, City Attorney

Attest:

Attest:

R. Lloyd Tyler, City Clerk
Carrie Lewellen, City Deputy Clerk

SIGNATURE ON FILE

Louise Richards, Clerk to the Board

* 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).