

SR091-15

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 GRANT NUMBER 2014-WE-AX-0039

CONTRACT NO. K10225(2)

**THE STATE OF WASHINGTON
COUNTY OF CLARK**

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF VANCOUVER, WA AND THE STATE OF WASHINGTON**

**2014 GRANT TO ENCOURAGE ARREST POLICIES AND
ENFORCEMENT OF PROTECTION ORDERS PROGRAM
FOR
REGIONAL DOMESTIC VIOLENCE PROGRAM ENHANCEMENTS**

This agreement is made and entered into effective May 1, 2015 by the City of Vancouver, a first class city of the state of Washington, hereinafter referred to as the CITY, acting by and through its governing body, the Vancouver City Council; and the STATE of Washington, by and through its Department of Corrections, hereinafter referred to as the DEPARTMENT, acting by and through its contracting manager, hereinafter referred to collectively as the "PARTIES."

WHEREAS, this Agreement is made under the authority of Chapter 39.34 RCW (Interlocal Cooperation Act) and Chapter 10.93 RCW (Washington Mutual Aid Peace Officers Powers Act); and

WHEREAS, the Office on Violence Against Women (OVW) as the administering organization of the United States Department of Justice (USDOJ), Fiscal Year 2014 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program ("Arrest Grant"), has awarded competitive project funding for enhancements to the regional Domestic Violence Program, which encourages criminal justice system coordination in addressing domestic violence, sexual assault, stalking, and protection order violations as serious violations of criminal law, and includes an application for shared funding to enhance collaborative partnerships based on best practices to centralize and coordinate our resources to provide victims and their families with the protection and services they need to pursue safe and healthy lives, while also holding violent offenders accountable for their actions through effective investigation, arrest and prosecution;

DV ARREST GRANT INTERLOCAL
GMS GRANT NUMBER 2014-WE-AX-0039

CONTRACT NO. K10225(2)

WHEREAS, the OVW requires that one jurisdiction serve as applicant/fiscal agent for the joint funds; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed between the CITY and DEPARTMENT for the purpose of facilitating their use of such grant funds to reduce domestic violence throughout Clark County; and

WHEREAS, in applying for OVW Arrest Grant funding for regional Domestic Violence Program Enhancements, the CITY and other parties to the Interlocal contemplated cooperating with the YWCA Clark County SafeChoice Domestic Violence Program, a nonprofit corporation organized under the laws of the State of Washington, hereinafter referred to as YWCA, in carrying out regional Domestic Violence Program Enhancements and that YWCA would be allotted a portion of the Arrest Grant funds awarded.

NOW THEREFORE, the CITY and DEPARTMENT agree as follows:

Section 1. PURPOSE AND FUNCTIONS.

- 1.1** This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, and the Washington Mutual Aid Peace Officer Powers Act (Chapter 10.93 RCW), between the undersigned parties, the City of Vancouver, a municipal corporation and charter city of the first class in the State of Washington (CITY), and the State of Washington, by and through the Department of Corrections (DEPARTMENT).
- 1.2** The purpose of this Agreement is to define the rights and responsibilities of the CITY and DEPARTMENT in carrying out the goals of the regional Arrest Grant Domestic Violence Program Enhancements.
- 1.3** Pursuant to RCW 39.34 RCW, the purpose of this Interlocal Agreement is as set forth in Section 1 (Purpose and Background). Its duration and method of extension is as specified in Section 2 (Duration of Agreement – Extensions). Its method of termination is set forth in Section 3 (Termination of Agreement). Its manner of financing is described in Section 4 (Financing – Grant Management).

Section 2. DURATION OF AGREEMENT – EXTENSIONS. The term of this Agreement is from May 1, 2015 through grant closure, which is currently projected to be April 30, 2018, whichever is later. The term of the Agreement may be extended for such time as is agreeable to the parties if OVW extends the grant beyond April 30, 2018. Such extensions shall be in writing to the Vancouver City Manager and by the Contracts Manager of the DEPARTMENT.

Section 3. TERMINATION. If for any cause, any party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if a party violates the terms and conditions of this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the failure or violation. If the failure or violation is not corrected within thirty (30) working days of the notice, then the party giving the notice may terminate the Agreement immediately upon giving written notice of termination to the other. Parties agree, however, that parties shall be reimbursed the costs of services provided through the date of termination of the Agreement.

Section 4. FINANCING – GRANT MANAGEMENT.

- 4.1 CITY agrees to act as fiscal agent for \$299,982 of aggregate 2014 Arrest grant funds.
- 4.2 CITY agrees, based on the Arrest Program Proposal, Certifications, and Award documents of the OVW, which are attached to this Agreement as Exhibits A, B, and C respectively, and incorporated herein as if fully set forth, to reimburse project partners at least quarterly for eligible grant activities from the aggregate to maximum amounts as follows: to the State of Washington DEPARTMENT of Corrections \$20,000; to YWCA Clark County \$131,734; and to the CITY of Vancouver \$148,248. CITY and DEPARTMENT agree funds are to be used as described in the grant application and award documents for salaries and benefits, overtime pay, training and related travel, and equipment and supplies in accordance with the requirements and program objectives set forth by OVW and USDOJ for Arrest grant funds. YWCA shall enter into a separate services agreement with the CITY and comply with all applicable conditions of this Interlocal Agreement and Arrest grant Proposal, Certifications, and award documents of the OVW. PARTIES agree that all paid personnel will maintain timesheets that document and identify hours worked for activities related to this award and non-award related activities, and will provide timesheets and invoices for eligible grant activities to CITY to timely comply with all reporting obligations.
- 4.3 PARTIES agree to timely comply with all reporting obligations required by grant terms and certifications, including Arrest Grant reporting requirements and timelines to ensure accountability and transparency and will track and report specific outcomes and benefits attributable to use of grant funds.
- 4.4. PARTIES 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 Chief Financial Officer set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs Financial Guide, including without limitation in accordance with the Office of Management and Budget (OMB) Uniform Administrative Requirements Code of Federal Regulations Title 2, OMB Circulars and all other applicable requirements. All of these documents are to be retained for a minimum of six years after the grant has been closed and must be kept available for review, upon

request, to federal, state, City, and County employees or their agents or officers. Review may occur at any time, even after six years, if the records are still available.

4.5 PARTIES agree that Arrest funds will be tracked, accounted for, and reported separately from all other funds and will not be co-mingled with funds from any other source, even other federal grants.

4.6 The DEPARTMENT agrees to provide the CITY with progress reports, financial reports, and audit reports when required by the CITY in the form required by the CITY.

Section 5. ADMINISTRATION. No new or separate legal or administrative entity is created by this agreement. The Agreement shall be administered by the Vancouver City Manager, the Vancouver Chief of Police, the Contracting Manager of the Washington State Department of Corrections, and their designates. They may seek input from the Domestic Violence Prosecution Center, YWCA Clark County, and other government and community groups as the regional Domestic Violence Program Enhancements evolve.

Section 6. SUPPLEMENTAL AGREEMENTS. The parties agree that they may enter into supplemental agreements not inconsistent with the terms of this Agreement to effectuate the goals of the Arrest Grant or regional Domestic Violence Program Enhancements. Such supplemental agreements shall incorporate by reference the terms of this Agreement, and shall be subject to funding through the Byrne Grant and/or budgeted amounts for each of the parties. Such supplemental agreements may be executed by the Vancouver City Manager and the Contracts Manager of the Washington State Department of Corrections.

Section 7. PERSONNEL AND SUPERVISION. No transfer of any personnel between the parties is provided for by this Agreement. Each party will dedicate staff to support Arrest Grant activities as set forth in Exhibit A (Grant Proposal). Each party is responsible for its own members' salary, compensation and benefits in accordance with each agency's policies.

Section 8. LIABILITY. Liability for any and all loss, damage, injury, liability suits and proceedings however caused, arising directly or indirectly from the activities under this Agreement shall be allocated in accordance with RCW 10.93.040.

Section 9. GENERAL TERMS AND CONDITIONS.

9.1 Ratification. Acts taken on or after May 1, 2015, but prior to the execution of this Agreement that are consistent with the intent and purpose of the same are hereby ratified and confirmed and will be compensated according to the terms of this Agreement.

9.2. Survival of Terms. The terms and conditions in this Agreement which, by their sense and context, are intended to continue after the expiration or termination of this Agreement, shall survive.

9.3 Amendments. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved by the duly authorized agents of both parties.

9.4 Notices. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

City of Vancouver
Attention: City Manager
PO Box 1995
Vancouver, WA 98668-1995

and

City of Vancouver
Attention: Chief of Police
PO Box 1995
Vancouver, WA 98668-1995

To Department:

Washington State Department of Corrections
Contracts and Legal Affairs
Attention: Contracts Manager
PO Box 41114
Olympia, WA 98504-1114

The name and address to which notices shall be directed may be changed by the parties by giving one another notice of such change as provided in this section.

9.5 Severability. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

9.6 Document Execution and Posting. The parties agree that there shall be two (2) duplicate originals of this Agreement procured and distributed for signature by the necessary representatives of the parties. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by the DEPARTMENT. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon all parties.

STATE OF WASHINGTON
BY AND THROUGH DEPARTMENT OF CORRECTIONS



Gary Banning, Contract Administrator

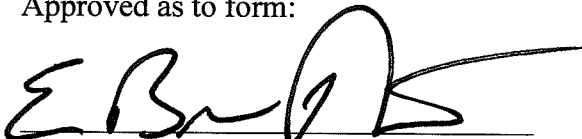
Approved as to form:

Approval on File
Assistant Attorney General

CITY OF VANCOUVER



Eric Holmes, City Manager

Approved as to form:



Bronson Potter, City Attorney

Attest:



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

EXHIBITS
A. Grant Proposal
B. Grant Award Certifications

DV ARREST GRANT INTERLOCAL
GMS GRANT NUMBER 2014-WE-AX-0039

CONTRACT NO. K10225(2)