

THE STATE OF WASHINGTON  
CLARK COUNTY

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF VANCOUVER, WA AND CLARK COUNTY, WA  
2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 19<sup>th</sup> day of September, 2023, by and between Clark COUNTY, acting by and through its governing body, the Clark County Council, 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.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.** COUNTY agrees to act as applicant/fiscal agent for the \$140,576 of aggregate 2023 JAG funds.

**Section 2.** COUNTY agrees to retain \$70,288 of the aggregate funds, and make available to the CITY \$70,288 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 grant 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 2017 U.S. Department of Justice (DOJ) Financial Guide, including without limitation in accordance with the Office of Management and Budget (OMB) Circulars, Uniform Administrative Requirements Code of Federal Regulations Title 2, 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 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 reasonably 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.

**Section 10.** No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization or functions of the parties, except as provided herein.

**Section 11.** The duration of this agreement shall begin September 19th 2023 and end September 30, 2026.

**Section 12.** This Agreement may be terminated by either party with thirty (30) days written notice. A final reconciliation of costs and a report of completed activities shall be completed by the City and submitted within 30 days of the end of the quarter.

CITY OF VANCOUVER

CLARK COUNTY COUNCIL

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GMS APPLICATION NUMBER O-BJA-2023-171790

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CONTRACT NO. 2023-

Eric Holmes, City Manager

Karen Dill Bowerman, Chair

Approved as to form only:

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Glen Yung, Councilor

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Jonathan Young, City Attorney

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Michelle Belkot, Councilor

Attest:

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Gary Medvigy, Councilor

\_\_\_\_\_  
Natasha Ramras, City Deputy Clerk

\_\_\_\_\_  
Sue Marshall, Councilor

Approved as to form only:

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Leslie Lopez, County Civil Attorney

Attest:

\_\_\_\_\_  
Rebecca Messinger, 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).**