

To be posted on City of Vancouver website pursuant to the Revised Code of Washington (RCW 39.34.040).

RETURN ADDRESS

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

FEDERAL GRANT AWARD #15PBJA-21-GG-01971-JAGX

**THE STATE OF WASHINGTON
CLARK COUNTY**

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF VANCOUVER, WA AND CLARK COUNTY, WA
2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into effective May 1, 2023, by and between the City of Vancouver, a first class city of the state of Washington, hereinafter referred to as CITY, acting by and through its governing body, the City Council; and Clark County, acting by and through its governing body, the Clark County Council, hereinafter referred to as COUNTY, both of Clark County, State of Washington, witnesseth:

WHEREAS, this Agreement is made under the authority of RCW 39.34; and

WHEREAS, the Bureau of Justice Assistance (BJA) as the administering organization of the JAG program has certified the CITY and COUNTY 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 CITY and COUNTY 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 CITY and COUNTY agree as follows:

Section 1. CITY agrees to act as applicant/fiscal agent for the \$107,942 of aggregate 2021 JAG funds.

Section 2. CITY agrees to make \$53,971 of the aggregate fund available to the COUNTY 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. COUNTY agrees to timely comply with all reporting obligations required by grant terms.

Section 4. COUNTY 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 U.S. Department of Justice (DOJ) Grants 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 City employees or their agents or officers. Review may occur at any time, even after six years, if the records are still available.

Section 5. COUNTY agrees no federal funds made available by this award will be used to supplant local funds, but will instead be used to increase funding for law enforcement activities within the JAG guidelines.

Section 6. COUNTY agrees to provide the CITY with progress reports, financial reports, and audit reports when required by the CITY in the form reasonably required by the CITY.

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 May 1, 2023, and end September 30, 2024.

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

Eric Holmes, City Manager

Karen Dill Bowerman, Chair

Approved as to form only:

Glen Yung, Councilor

Jonathan Young, City Attorney

Michelle Belkot, Councilor

Attest:

Gary Medvigy, Councilor

Natasha Ramras, City Clerk

Sue Marshall, Councilor

Approved as to form only:

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).