GMS APPLICATION NUMBER: 2016-H2809-WA-DJ

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LONGVIEW, WASHINGTON AND THE COUNTY OF COWLITZ, WASHINGTON
2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 31st day of May, 2016, by and between The COUNTY of Cowlitz, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY, and the CITY of LONGVIEW, acting by and through its City Manager after approval by the City Council, hereinafter referred to as CITY, both of Cowlitz County, State of Washington, (together the "Parties"), witnesseth:

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

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the CITY of LONGVIEW (acting as the Lead applicant) agrees to provide the COUNTY the sum of $0; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds by providing the COUNTY with the aforesaid sum of $0, and the CITY OF LONGVIEW will retain the sum of $16,389, for the CITY of LONGVIEW'S School Resource Officer program.

NOW THEREFORE, the COUNTY and CITIES agree as follows:

Section 1.

CITY of LONGVIEW agrees to pay COUNTY a total of $0, of JAG funds, from the **2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) LOCAL PROGRAM AWARD (the "Program Award"),** and retain the balance of $16,389, for its sole authority use.

Section 2.

CITY of LONGVIEW agrees to use the funds allocated to it for law enforcement programs until the end of the grant period.

Section 3.

The performance of the obligations of this Agreement shall be in compliance with the provisions of RCW 39.34, the Interlocal Cooperation Act. The Parties agree that no separate legal administrative entities are necessary in order to carry out this Agreement. All parties to this

Agreement agree to the use of the funds in accordance with the terms of the Program Award and provide any such necessary documentation of such compliance to the CITY of LONGVIEW for purposes of reporting to the awarding agency, if any. There shall be no "joint board" as that term is used in RCW 39.34.030(4)(a).

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Chapter 4.96 RCW.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed by Chapter 4.96 RCW.

Section 6.

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 any other party.

Section 7.

This Agreement is the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the Parties. No prior agreement, correspondence, or portions thereof shall be used to interpret, modify, or explain the terms of the Agreement in the event that a dispute arises with respect to the Agreement.

Section 8.

The parties agree to complete and execute all supplemental documents necessary or appropriate to fully implement the terms of this Agreement.

Section 9.

No party shall assign this Agreement, or any part hereof, without the written consent of the other Parties. The Agreement shall inure to the benefit of and be binding upon the Parties and their successors and permitted assigns.

Section 10.

This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Cowlitz County, Washington.

Section 11.

If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.

Section 12.

This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and permitted assigns. No other person or entity shall have any right of action or interest in this Agreement based upon any provision of the Agreement.

Section 13.

All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served on the following individual(s) or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Longview:

David Campbell, City Manager
City of Longview
1525 Broadway
Longview, WA 98632

Copy to:
James McNamara, City Attorney
1525 Broadway
Longview, WA 98632

If to Cowlitz County:

Board of County Commissioners
County Administration Building, Room 300
207 North 4th Ave, Room 305
Kelso, WA 98626

Copy to:
Claire J. Hauge, OFM Director
Office of Financial Management
207 North 4th Avenue, room 308
Kelso, WA 98626

Copy to:
Chief Civil Deputy
Cowlitz County Prosecuting Attorney
312 South 1st Ave West
Kelso, WA 98626

Section 14.

All Parties shall comply with all applicable federal, state and local laws, regulations and rules in performing this Agreement.

Section 15.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute on and the same instrument.

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CITY OF LONGVIEW, WASHINGTON

David Campbell, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

James McNamara, City Attorney

COUNTY OF COWLITZ, WASHINGTON

Michael A. Karnofski, Chairman

Dennis Weber, Commissioner

Joe Gardner, Commissioner

SEAL OF BOARD OF COUNTY COMMISSIONERS COWLITZ COUNTY WASHINGTON

ATTEST:

Clerk of the Board 5-31-16

APPROVED AS TO FORM:

Approved via Agenda Quick
Prosecuting Attorney 5-27-16