

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Clark County Sheriff's Office

**DATE:** May 8, 2014

**REQUEST:** Approve the interlocal agreement with the City of Vancouver and the joint application for the 2014 Justice Assistance Grant program award

**CHECK ONE:**                      X   Consent                           CAO

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## BACKGROUND

The United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) has allocated \$97,417 in Justice Assistance Grant (JAG) funds to be shared by Clark County and the City of Vancouver for the federal fiscal year 2014 grant cycle. These grant funds can be used for local initiatives, technical assistance, training, equipment, and information systems support criminal justice. No local match is required.

BJA requires that the County and the City jointly apply for the funds specifying the amount of the funds to be distributed to each. BJA also requires that a memorandum of understanding be prepared, signed, and sent to them indicating who will serve as the applicant/fiscal agent for the joint funds.

The proposed agreement designates the County as applicant and fiscal agent for the joint funds and provides for a 57% City / 43% County split of funds. This split is based on Law Enforcement Records and Information System (LERIS) cost allocation.

## COMMUNITY OUTREACH

Entry as a consent agenda item for both the Board of County Commissioners and the Vancouver City Council also facilitates public review and comment on the contents of our application and program plan. The Clark County Sheriff's Office invites public input in open public comment time as well as by Internet, telephone, or letter.

## BUDGET AND POLICY IMPLICATIONS

The JAG grant program does not require matching funds. The Sheriff's Office requests a resource neutral budget adjustment to Fund 6315 to accommodate receipt of award funds, pass-throughs to the City of Vancouver, and expenditures as allowed and budgeted under the JAG program.

## FISCAL IMPACTS

Yes (see attached form)                     No



*non  
OK  
y.r*

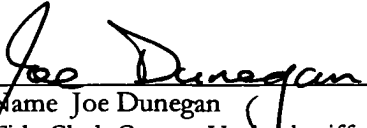
**ACTION REQUESTED**

Approve and sign two copies of the interlocal agreement with the City of Vancouver to jointly apply for, disburse, and administer Justice Assistance Grant funds. Approve the application to be filed with USDOJ. Delegate authority to the County Administrator to sign all grant acceptance documents.

**DISTRIBUTION**

SO Fiscal, John Lawler  
Auditor's Office, Amanda Miller

Office of Budget

  
Name Joe Dunegan  
Title Clark County Undersheriff

Approved: May 14, 2014  
CLARK COUNTY  
BOARD OF COMMISSIONERS

May 27, 2014

SR 110-14

# FISCAL IMPACT ATTACHMENT

## Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The Sheriff's Office will receive JAG program monies into Fund 6315, a portion of which will be passed through to Vancouver Police Department according to the terms of the interlocal agreement. Fund 6315 has sufficient budget capacity to absorb revenue and expense effects of the award. The request will result in no net fiscal impact.

## Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
6315 / BJA-Block Grant Fund	0.00	97,417.00	0.00	0.00	0.00	0.00
<b>Total</b>	0.00	97,417.00	0.00	0.00	0.00	0.00

II. A – Describe the type of revenue (grant, fees, etc.)

Justice Assistance Grant award from the US Department of Justice with no match requirement.

## Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
6315/ BJA-Block Grant Fund	0	0.00	97,417.00	0.00	0.00	0.00	0.00
<b>Total</b>		0.00	97,417.00	0.00	0.00	0.00	0.00

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies/Equipment	0.00	41,889.00	0.00	0.00	0.00	0.00
Travel						
Overtime						
Capital Outlays						
Inter-fund Transfers*	0.00	55,528.00	0.00	0.00	0.00	0.00
Debt Service						
<b>Total</b>	0.00	97,417.00	0.00	0.00	0.00	0.00

\*Pass-through to the City of Vancouver as sub-recipient

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 2014-H2367-WA-DJ**

**CONTRACT NO. \_\_\_\_\_**

**THE STATE OF WASHINGTON  
COUNTY OF CLARK**

SA 14-16

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

**2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 20<sup>th</sup> day of May, 2014, 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 2014-H2367-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 \$97,417 of aggregate JAG funds.

**Section 2.** COUNTY agrees, based on the 2011 LERIS calculation of 57%, to make \$55,528 of the aggregate fund ( $\$97,417 \times .57 = \$55,528$ ) 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 2014 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 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.

CITY OF VANCOUVER

\_\_\_\_\_  
Eric Holmes, City Manager

BOARD OF CLARK  
COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tom Mielke, Chair

\_\_\_\_\_  
David Madore, Commissioner

Approved as to form only:

\_\_\_\_\_  
Ted H. Gathe, City Attorney

Attest:

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

Approved as to form only:

\_\_\_\_\_  
Taylor Hallvik, Deputy Pros Atty  
for Tony Golik, Prosecuting Attorney

Attest:

  
\_\_\_\_\_  
Rebecca Tilton, 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).**