

THE STATE OF WASHINGTON

CITY SECRETARY
CONTRACT NO.

COUNTY OF KITTITAS

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF ELLENSBURG POLICE DEPT. AND THE COUNTY OF KITTITAS SHERIFF'S
OFFICE.**

2009 RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 15th day of Dec., 2009, by and between The KITTITAS COUNTY, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY, and the CITY of ELLENSBURG, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of KITTITAS COUNTY, State of WASHINGTON, witnesseth:

WHEREAS: This Agreement is made under the authority of the RCW 39.34 Interlocal Cooperation Act; and

WHEREAS: The Parties of this Agreement have submitted a single joint application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS: The CITY shall be the designated applicant and fiscal agent for the JAG application; and

WHEREAS: The Parties to this Agreement, 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 both 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 agrees to provide the COUNTY \$10,643.00 from the JAG award for the Spillman Enhancement; and

NOW, THEREFORE, in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

**ARTICLE I
PURPOSE**

1.01 **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions under which the Parties shall allocate the monies from the joint single application made for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This Agreement shall also designate what the COUNTY will do with the JAG allocated funds.

**ARTICLE II
ADMINISTRATION**

2.01 ADMINISTRATOR. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other party.

2.01.01 COUNTY's representative shall be Steve Parattoni
2.01.02 CITY's representative shall be Dale Miller.

**ARTICLE III
MONIES**

3.01 MONIES. The CITY agrees to pay the COUNTY Ten Thousand, Six Hundred and Forty-Three dollars (\$10,643.00) in one payment from the JAG award monies. The payment date will be based on the JAG award date.

**ARTICLE IV
COUNTY ALLOCATION**

4.01 ALLOCATION. The COUNTY agrees to use the \$10,643.00 for the Spillman Enhancement.

**ARTICLE V
PERFORMANCE OF AGREEMENT**

5.01 COMPLIANCE WITH ALL LAWS. Each party shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

5.02 MAINTENANCE AND AUDIT OF RECORDS. Each Party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review and audit by either Party or its designee, and the Washington State Auditor's Office. Each Party shall retain all such books, records, documents and other materials for the applicable retention period under federal and Washington law.

5.03 TREATMENT OF ASSETS AND PROPERTY. No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

5.04 OBLIGATIONS. 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.

5.05 IMPROPER INFLUENCE. Each Party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each Party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

5.06 CONFLICT OF INTEREST. The elected and appointed officials and employees of the Parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

5.07 ASSIGNMENT AND SUBCONTRACTING:

INTERLOCAL AGREEMENT BETWEEN CITY OF ELLENSBURG
AND KITTITAS COUNTY FOR MONIES UNDER 2009 RECOVERY ACT:
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of both Parties. The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

ARTICLE VI INDEMNIFICATION

- 6.01 **INDEMNIFICATION.** To the extent of its comparative liability under this Agreement, each Party shall indemnify, defend and hold the other Party, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including attorney's fees, for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission of its officers, directors, and employees. It is further provided that no liability shall attach to either Party by reason of entering into this Agreement except as expressly provided herein.

ARTICLE VII DISPUTES

- 7.01 **GOVERNING LAW AND VENUE.** This Agreement shall be governed exclusively by federal laws and the laws of the State of Washington. The Kittitas County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.
- 7.02 **ATTORNEY'S FEES.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party shall pay its own attorney's fees incurred in that action, arbitration or proceeding.

ARTICLE VIII GENERAL PROVISIONS

- 8.01 **WAIVERS.** Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- 8.02 **ASSIGNMENT.** The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement. Neither Party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
- 8.03 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- 8.04 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- 8.05 **FILING.** Pursuant to RCW 39.34.040, this Agreement shall be posted on Kittitas County's public website.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15th day of December 2009.

City of Ellensburg

[Signature]
City Manager: _____ Date 012210

County of Kittitas

[Signature] Date 12-15-09
County Commissioner

[Signature] Date 12-15-09
County Commissioner

[Signature] Date 12-15-09
County Commissioner



TEST:

[Signature] Date 12-15-09
Clerk of the Board

APPROVED AS TO FORM:

[Signature] Date 1-22-10
City Attorney

APPROVED AS TO FORM:

[Signature] Date 12/8/09
County Attorney

County Fiscal Date _____