

Resolution No.2275

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A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN  
INTERLOCAL AGREEMENT WITH COWLITZ COUNTY REGARDING THE 2018  
BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

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**WHEREAS**, the city of Longview Police Department, acting as the lead applicant, for the disparate jurisdictions of Longview and Cowlitz County is applying for JAG funds to continue their School Resource Officer program. The title of their project is "Longview Police School Resource Officer Program"; and

**WHEREAS**, the goal of the project is prevent crime and intervene when violence and crime occurs within the Longview schools. The strategies in this project will involve School Resource Officers responding to police incidents which occur within the Longview schools and working with students and staff to prevent crime from occurring within the schools; and

**WHEREAS**, as the lead applicant, the city of Longview will handle all of the finances related to the grant. All financial and programmatic reports will be completed and submitted by Longview Police Department. Cowlitz County has agreed to allow Longview to use all of the grant funds on their school resource officer program; and


**WHEREAS**, the City of Longview finds that entering into an Interlocal Agreement with Cowlitz County for allocating funds from that grant is in the best interests of all parties, that the undertaking will benefit the public; and

**WHEREAS**, the City of Longview and Cowlitz County believe it to be in their best interests to reallocate Judicial Assistance Grant (JAG) funds by providing the City will retain the sum of \$14,271, for the City of Longview's School Resource Officer program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:

Section 1. The City Manager is authorized to execute the agreement with Cowlitz County, which is attached as Exhibit A, and forming a part of this Resolution.

PASSED by the City Council of Longview, Washington, and approved by its  
Mayor this 9<sup>th</sup> day of August, 2018.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF LONGVIEW, WASHINGTON AND THE COUNTY OF  
COWLITZ, WASHINGTON  
2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 9<sup>th</sup> day of August, 2018, 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 \$14,271, 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 **2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) LOCAL PROGRAM AWARD (the “Program Award”)**, and retain the balance of \$14,271, 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:

Kurt Sacha, 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 4<sup>th</sup> Ave, Room 305  
Kelso, WA 98626

Copy to:

Claire J. Hauge, OFM Director  
Office of Financial Management  
207 North 4<sup>th</sup> Avenue, room 308  
Kelso, WA 98626

Copy to:

Chief Civil Deputy  
Cowlitz County Prosecuting Attorney  
312 South 1<sup>st</sup> 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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

CITY OF LONGVIEW, WASHINGTON

Kurt Sacha  
Kurt Sacha, City Manager

COUNTY OF COWLITZ, WASHINGTON

Dennis R. Weber  
Dennis Weber, Commissioner

COWLITZ COUNTY SHERIFF

Mark S. Nelson  
Mark S. Nelson, Sheriff

Arne Mortensen  
Arne Mortensen, Commissioner

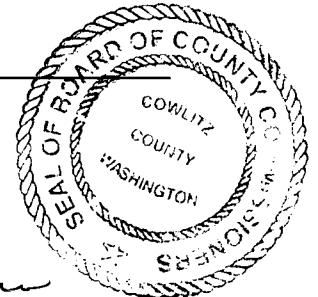
Joe Gardner  
Joe Gardner, Commissioner

ATTEST:

Kaylee Cody  
City Clerk

ATTEST:

Tiffany Distrein  
Clerk of the Board 8-7-18



APPROVED AS TO FORM:

James McNamara  
James McNamara, City Attorney

APPROVED AS TO FORM:

[Signature]  
Prosecuting Attorney