Subject: Interlocal agreement between the City of Vancouver and Clark County for receipt and disbursement of Registered Sex Offender Monitoring Address and Residency Verification Program (SOM) funds awarded by Washington State and administered through the Washington Association of Sheriffs and Police Chiefs.

Key Points:
- The City and County must co-apply each year for funding renewal.
- Clark County serves as the fiscal agent and disburses grant funding to the City of Vancouver.
- There are no substantive changes to this agreement, which has been in place since 2008.

Objective: To enter into an interlocal agreement with Clark County for disbursement of SOM funds by the recipient (Clark County) to the sub-recipient (Vancouver). Funding is provided to support compliance with Washington State law that requires local law enforcement agencies to regularly monitor registered sex offenders in their jurisdictions.

Present Situation: In July 2015 the Washington Association of Sheriffs and Police Chiefs awarded $264,026.20 in State funding to Clark County and its cities to enhance law enforcement monitoring of registered kidnapping or sex offenders required by state law (RCW 9A.44.130). Law enforcement officers must provide face-to-face verification at a registered sex offender’s place of residence every 3-12 months, based on the level of offense. The Clark County Sheriff’s Office coordinates and maintains the sex offender registry and database entries for the public website for all sex offenders within the county. Vancouver Police is responsible for monitoring registered sex offenders and kidnapping offenders who live within the City of Vancouver. In 2013, Washington State reported 569 registered sex offenders living in the City of Vancouver, requiring Vancouver Police to conduct more than 750 monitoring contacts each year.

Law enforcement monitoring and address verification programs reduce and prevent crime in two ways. First, police monitoring serves as a deterrent for future crimes, as registry violations may result in arrest, prosecution, and sentencing for any new offenses. Second, police monitoring provides updated information for Washington State’s registry database and public website, providing tools to enhance safety through community awareness and notification.

The Clark County Sheriff’s Office has provided an interlocal agreement with the City of Vancouver effective July 1, 2015 to June 30, 2016, disbursing $99,575.20 for police overtime, training, and equipment to support sex offender monitoring and compliance with State law.

Advantages:
1. Funding will help the Vancouver Police Department meet Washington State requirements for sex offender monitoring, registry updates and community notification.
2. The 12-month grant requires no cash match, local funds, or retention. Funding may be renewed annually if Washington State makes additional funding available.

3. Program funding enhances police monitoring of registered kidnapping and sex offenders, enforcing a zero-tolerance message for registry violations and serving as a deterrent for future crimes. Police monitoring also provides updated information for the searchable public website established by the State of Washington to enhance community notification.

**Disadvantages:** None.

**Budget Impact:** None. There is no local funding match required and no net impact to the General Fund. The appropriation of revenues and budget for expenditures associated with this grant will come forward as part of a supplemental budget appropriation request later this year.

**Prior Council Review:** None.

**Action Requested:** Authorize the City Manager or his designee to execute an interlocal agreement with Clark County for disbursement of grant funds by Clark County for Vancouver Police overtime, training and equipment.

Attachment: Interlocal Agreement
INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF CLARK, WA AND CITY OF VANCOUVER, WA

2015 WASPC REGISTERED SEX OFFENDER MONITORING PROGRAM AWARD

This Agreement is made and entered into effective July 1, 2015 by and between the County of Clark, hereinafter referred to as COUNTY, acting by and through its Sheriff; and the City of Vancouver, a first class city of the state of Washington, hereinafter referred to as the CITY, acting by and through its governing body, the Vancouver City Council, witnesseseth:

WHEREAS, this Agreement is made under the authority of the Revised Code of Washington Chapter 39.34.080 (Interlocal Cooperation Act) and Chapter 10.93 (Washington Mutual Aid Peace Officer Powers Act); and

WHEREAS, the Washington Association of Sheriffs and Police Chiefs (WASPC) as the administering organization of the Registered Sex Offender Monitoring Address and Residency Verification Program (SOM) has allocated state funding to local law enforcement for verifying the address and residency of sex offenders and kidnapping offenders registered under Revised Code of Washington Chapter 9A.44.130; and

WHEREAS, WASPC requires that the County be designated as the jurisdiction to serve as fiscal agent for the aggregate funds; and

WASPC SOM GRANT PROGRAM

CONTRACT NO. 2015 RSO 0005
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 COUNTY and CITY agree as follows:

Section 1. County agrees to act as fiscal agent for the $264,026.20 of aggregate SOM funds.

Section 2. County agrees to provide City with 37.71% ($99,575.20) of the aggregate funds received from the WASPC SOM Program to the City to be used in accordance with the requirements set forth by WASPC for monitoring of registered kidnap and sex offenders living within the City’s jurisdiction. County will make quarterly payments to City after completion of performance for the quarter and after receipt of funding from WASPC. Payment or performance levels may change if the total amount to be received from WASPC is changed.

Section 3. City agrees to timely comply with all performance and reporting obligations required by the terms of the grant. City agrees to perform face-to-face verification of a registered sex offender’s address at the place of residency for each sex offender or residing within its jurisdiction:

1. For level I offenders, once every twelve months;
2. For level II offenders, once every six months; and
3. For level III offenders, once every three months.

City also agrees to use funding from this program to send at least one staff person to one or more WASPC Offender Watch User Group meetings and/or the WASPC Registered Sex Offender Coordinator Conference during the program year.

Section 4. City agrees to monitor registered sex offenders and kidnapping offenders residing within its jurisdiction during the time frame for which WASPC SOM Grant funds are received by taking the action set forth in this Agreement.

Section 5. This Agreement shall be effective for the program year defined by the grant award as July 1, 2015 through June 30, 2016. The term of this Agreement may be extended up to two times administratively in one (1) year increments by mutual written agreement of both parties, subject to availability of WASPC SOM Program funding. The Clark County Sheriff or his designee shall be the agent of the County for approving extensions of this Agreement on behalf of the County; and the Vancouver City Manager or his designee shall be the agent of the City for approving extensions of this Agreement on behalf of the City.

Section 6. No new legal entity is being created by this Agreement.

Section 7. County and City agree to cover their own administrative overhead costs associated with receipt of WASPC SOM Grant funds.
Section 8. 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 9. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 10. 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 11. Either party may terminate this Agreement by providing thirty (30) days written notification to the other party. In the event of early termination, County will be obligated to provide City with only the funding payable for performance provided in the full quarters ending on or before the date of termination.

CITY OF VANCOUVER

Eric Holmes, City Manager

Date

Approved as to form only:

Bronson Potter, City Attorney

Attest:

Carrie Lewellen, City Deputy Clerk

* 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).