

To be posted on City of Vancouver website pursuant to Chapter 39, Laws of Washington 2006 (RCW 39.34.040).

RETURN ADDRESS

City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

CONTRACT NO. _____

**THE STATE OF WASHINGTON
COUNTY OF CLARK**

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF CLARK, WA AND THE CITY OF VANCOUVER, WA
2018 WASPC REGISTERED SEX OFFENDER MONITORING PROGRAM AWARD**

This Agreement is made and entered into effective July 1, 2018, by and between the County of Clark, hereinafter referred to as the 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, witnesseth:

WHEREAS, this Agreement is made under the authority of RCW 39.34.080; 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 funding for local law enforcement to verify the residency and address of registered sex offenders and kidnapping offenders under RCW 9A.44.130; and

WHEREAS, WASPC has designated the Clark County Sheriff's Office to serve as fiscal agent for the aggregate of SOM funds available to law enforcement agencies in Clark County; 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.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1. County agrees to act as fiscal agent for the aggregate \$246,405.52 of SOM funds.

Section 2. County agrees to provide City with \$94,297.00 of aggregate WASPC SOM funds, based on the number of registered sex offenders residing in its jurisdiction, to be used for monitoring of registered kidnap and sex offenders living within the City's jurisdiction. County will make payments quarterly to City following completion of performance and after funding is received from WASPC. Payment amounts 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 grant program terms. City agrees to provide face-to-face verification at place of residency for each sex offender 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.

In addition, City agrees to use funding from this program to send at least one staff person to at least one WASPC Offender Watch User Group meeting and/or the WASPC Registered Sex Offender Coordinator Conference during the award program year.

Section 4. City agrees to monitor registered sex offenders residing within its jurisdiction during the time frame for which WASPC SOM 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 program award as July 1, 2018 through June 30, 2019. The term of this Agreement may be extended up to two (2) 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 funds.

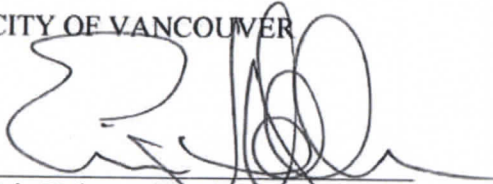
Section 8. Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 9. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

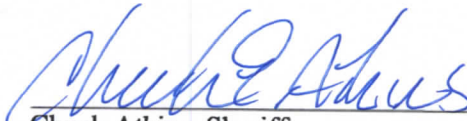
Section 10. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

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 pro-rate the City's final quarterly payment based on the date of termination.

CITY OF VANCOUVER


Eric Holmes, City Manager

CLARK COUNTY



Chuck Atkins, Sheriff

Date

10-3-18

Date

Approved as to form only:


E. Bronson Potter, City Attorney

Attest:


City 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).