

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE VANCOUVER, WA POLICE DEPARTMENT AND THE CLARK
COUNTY, WA SHERIFF'S OFFICE**

**WASPC REGISTERED SEX OFFENDER MONITORING GRANT PROGRAM
AWARD**

This Agreement is made and entered into this 26th day of June, 2009, by and between the Clark County Sheriff's Office acting by and through Sheriff Garry Lucas, hereinafter referred to as CCSO, and the Vancouver Police Department, acting by and through Police Chief Clifford Cook, hereinafter referred to as VPD, both of Clark County, State of Washington, 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 Sex Offender Monitoring (SOM) program has certified CCSO and VPD as disparate jurisdictions, requesting that they submit a joint application for the aggregate of funds allocated to them; and

WHEREAS, the WASPC requires that CCSO be designated the one jurisdiction to serve as fiscal agent for the SOM 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.

NOW THEREFORE, CCSO and VPD agree as follows:

Section 1. CCSO agrees to act as fiscal agent for the \$250,875.37 of SOM funds.

Section 2. CCSO agrees, based on an existing Interlocal Agreement between CLARK COUNTY and THE CITY OF VANCOUVER to provide VPD with 38.42% (\$96,398.08) of the funds received from the WASPC SOM Program based on the 2008 Washington OFM population estimates to VPD to be used for monitoring of those sex offenders living within VPD's jurisdiction.

Section 3. VPD agrees to timely comply with all reporting obligations required by the grant's terms.

WASPC SOM GRANT PROGRAM

Section 4. VPD agrees to monitor those sex offenders residing within its jurisdiction during the time frame for which WASPC SOM Grant funds are received.

Section 6. VPD and CCSO agree to cover their own administrative overhead costs associated with receipt of WASPC SOM Grant funds.

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.

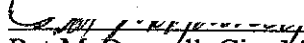
Section 8. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

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.


VANCOUVER POLICE DEPARTMENT

CLARK COUNTY SHERIFF'S OFFICE

SIGNATURE ON FILE


Pat McDonnell, City Manager

SIGNATURE ON FILE

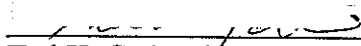

Garry Lucas, Sheriff

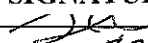
Approved as to form:

Approved as to form only:

Arthur D. Curtis
Prosecuting Attorney

SIGNATURE ON FILE


Ted H. Gathe, City Attorney

By: SIGNATURE ON FILE 1/3/08

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* 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).