

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

**THE STATE OF WASHINGTON
COUNTY OF CLARK**

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND THE CITY OF VANCOUVER
CLARK COUNTY SAFE COMMUNITIES TASK FORCE**

This Agreement is made and entered into by and between Clark County, a subdivision of the State of Washington, hereinafter referred to as COUNTY, acting by and through its governing body, the Clark County Board of County Commissioners; and the City of Vancouver, a first class city of the state of Washington, hereinafter referred to as CITY, acting by and through its governing body, the Vancouver City Council. The CITY and COUNTY are hereinafter referred to collectively as the PARTIES, both of the State of Washington, witnesseth:

WHEREAS this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS the parties share interests related to preventing youth gang crime and violence; and

WHEREAS the parties may choose to share funding and resources to enhance the impact of current programs and reduce duplication of effort; and

WHEREAS the parties and the citizens they serve may benefit by supporting a centralized point of contact for information and referral, regional resources and programs, and community engagement; and

WHEREAS the Clark County Safe Communities Task Force was originally formed to coordinate youth gang crime and violence prevention programs and was supported by federal grants from 2009 until federal funding expired in 2012, and the Clark County Safe Communities Task Force has continued to coordinate youth gang crime and violence prevention programs through funding from the CITY, the COUNTY, Evergreen School District No. 114 and Vancouver School District No. 37; and

WHEREAS the COUNTY has expressed an interest in continuing to provide coordination of the Safe Communities Task Force in consideration of certain amounts to be paid by each party pursuant to the terms of this Agreement;

NOW, THEREFORE, the PARTIES agree as follows:

SECTION 1. PURPOSE AND FUNCTION

1.1 This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act (Chapter 39.34 RCW) between the undersigned parties, Clark County and the City of Vancouver.

- 1.2 The purpose of this Agreement is to define the rights and responsibilities of the parties in providing support for the Safe Communities Task Force which shall coordinate youth gang prevention programs in Clark County.
- 1.3 Pursuant to Chapter 39.34 RCW, the purpose of this Interlocal Agreement is as set forth in Section 1 (Purpose and Function). Its duration and method of extension are as specified in Section 2 (Duration of Agreement and Extensions). Its method of termination is as set forth in Section 3 (Termination of Agreement). Its manner of financing is described in Section 4 (Financing & Administration).

SECTION 2. DURATION OF AGREEMENT AND EXTENSIONS

- 2.1 The term of this Agreement is for the period January 1, 2014 to December 31, 2015.

SECTION 3. TERMINATION OF AGREEMENT

- 3.1 Each party may terminate participation, for any reason, with or without cause, by notifying the other parties in writing thirty (30) days prior to termination. Such notice shall be provided to all parties as set forth in Section 8 of this Agreement.
- 3.2 Upon termination of this agreement, the County shall distribute to the parties any accumulated funds and assets acquired with funds provided by this Agreement. The County shall reimburse City proportionately to their contribution and in a timely manner for any unspent funds through the date of termination.

SECTION 4. FINANCING & ADMINISTRATION

- 4.1 The County shall serve as fiscal agent for the aggregate funds provided under this agreement totaling \$49,714.72.
- 4.2 The County shall comply with all local, state, and federal laws and other applicable rules and regulations which relate to use of these public funds.
- 4.3 The County may invoice the City for a lump sum of costs due for the full two (2) year term of this Agreement.
- 4.4 A detailed scope of work, project timeline and budget will be provided to each party for review and approval before funds shall be released to County. (See Exhibit A.)
- 4.5 During the term of this Agreement, the CITY and the COUNTY shall each contribute \$24,857.36 for this program. Receipt of \$24,857.36 from the CITY for work performed during the 2014 calendar year is hereby acknowledged by the COUNTY.
- 4.6 The aggregate total of funds specified by this Agreement shall cover salary and benefit costs for a program coordinator at a rate of no more than 40%, and administrative overhead to County at a maximum rate of 10%, with remaining funds intended to provide support for youth gang crime prevention and intervention strategies. Staffing classification, salary level and fringe benefits are consistent with local rates and practices, and are based on the County's formal written policies which comply with federal, state, and local requirements.
- 4.7 Except as specifically set forth herein, there will be no other financial obligation imposed on the parties to this Agreement. The County will provide office space, furniture, office equipment and supplies, including computer hardware and software, printer and photocopier use, telephone and voicemail, and other items, services, and support critical to the operation and success of the Safe Communities Task Force without additional cost to the other parties to this Agreement.

SECTION 5. RECORDS

- 5.1 The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by each party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of each party, other personnel duly authorized by each party, the Office of the State Auditor, and federal officials as authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for a minimum of six years after Agreement expiration in compliance with applicable laws and policies, and the and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Review may occur at any time, even after six years, if the records are still available.
- 5.2 The County agrees that the total \$49,714.72 in funds specified in this Agreement will be tracked, accounted for, and reported separately from all other funds.
- 5.3 County agrees to provide the other parties with progress reports and financial reports at least annually, when requested and in the form(s) required by the City.
- 5.4 The parties shall comply with relevant state and federal law and other applicable local rules which relate to records disclosure, use, security, dissemination, and retention/destruction.

SECTION 6. ORGANIZATION

- 6.1 No new or separate legal or administrative entity is created by this Agreement. This Agreement does not affect the organization or functions of the parties, except as provided herein. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
- 6.2 By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
- 6.3 The County shall not transfer or assign, in whole or in part, any or all of its rights or obligations under this Agreement without the prior written consent of the City. The County shall not subcontract for the provision of any services it is to provide under this Agreement without the prior written consent of the City representative(s) specified in Section 8.
- 6.4 County shall retain all authority for provision of services, standards of performance, discipline and control of its personnel, agents and volunteers, and other matters incident to the performance of services by County under this Agreement. Nothing in this Agreement shall make any employee or agent or volunteer of County an employee of the City for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.
- 6.5 No transfer of any personnel between the parties is provided for by this Agreement. Each party is responsible for its own staff members' salary, compensation and benefits in accordance with each agency's policies.
- 6.6 To the extent that the County provides or coordinates services provided to minors under this Agreement, the County shall be prohibited from providing such services through any person who has pled guilty to or been convicted of any felony crime involving the abuse,

neglect, or exploitation of a minor. Any violation shall be grounds for immediate termination of this Agreement. (See RCW 28A.400.330.)

- 6.7 Insurance. The County, in providing services to minors, shall have valid insurance, and shall show evidence of such coverage upon request by the other parties to this Agreement. By this agreement, the parties especially retain all protections afforded by workers compensation or similar statutes of the State of Washington.
- 6.8 Liability. Each of the parties to this Agreement shall 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 another party to this Agreement.
- a. The County agrees to indemnify, defend, save and hold harmless the other parties to this Agreement, their elected and appointed officials, employees, volunteers, agents and insurers from and against any and all liability, claims including property damage and personal injury, demands, claims, causes of action, suits or judgments, including costs, attorney fees, costs or expenses incurred in connection therewith, for claims of whatsoever kind or nature, arising out of, or in connection with, or incident to the performance of this Agreement by the other parties, their officials, employees, volunteers, or agents.
 - b. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against any of the parties, they each retain the right to participate in said suit if any principal of public law is involved.
 - c. The indemnity and hold harmless shall include any claim made against the City by any employee of County or subcontractor or agent or volunteer of County, even if the County is otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.
 - d. The indemnities herein shall survive the expiration or termination of this Agreement.

SECTION 7. GENERAL TERMS AND CONDITIONS

- 7.1 Choice of Law. The parties agree that, in connection with their activities under this Interlocal Agreement, they shall comply with all applicable federal, state and local laws or regulations and further, that this Agreement shall be construed and governed according to the laws of the State of Washington.
- 7.2 Ratification. Acts taken prior to the execution of this Agreement that are consistent with the intent and purpose of the same are hereby ratified and confirmed.
- 7.3 Survival of Terms. The terms and conditions in this Agreement which, by their sense and context, are intended to continue after the expiration or termination of this Agreement, shall survive.
- 7.4 Waiver and Severability. No provision of this Agreement or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence. If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the 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.
- 7.5 Nondiscrimination. The parties are equal opportunity employers. By entering into this Agreement, the parties each agree to comply with all laws and regulations pertaining to

nondiscrimination. No person shall, on the grounds of race, creed, religion, color, national origin, sex, sexual orientation, age, marital status, disability, or any other class protected by federal, state, or local discrimination laws, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this Agreement.

7.6 Whole Agreement. This Agreement contains all the terms and conditions agreed upon by the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communication among the parties related to the subject matter of this Agreement. 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. No modification of this Agreement will be binding on any of the parties, except as a written addendum signed by an authorized agent of each of the parties.

SECTION 8. NOTICES

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the County:

Youth Program Manager	and	County Manager
Clark County Community Services		Clark County
1601 E. Fourth Plain Blvd		PO Box 5000
Vancouver, WA 98661		Vancouver, WA 98666-5000

To the City:

Chief of Police	and	City Manager
City of Vancouver		Vancouver City Hall
PO Box 1995		PO Box 1995
Vancouver, WA 98668-1995		Vancouver, WA 98668-1995

The name and address to which notices shall be directed may be changed by any of the parties to this Agreement by giving the other parties notice of such change as provided in this section.

SECTION 9. DOCUMENT EXECUTION AND POSTING

This Agreement shall be executed in multiple copies, each of which shall be valid as an original. The parties agree that there shall be two (2) duplicate originals of this Agreement with multiple original signature pages procured and distributed for signature by the necessary officials of the respective parties. Upon execution, one executed original of this Agreement shall be retained by each of the parties. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 39, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon all parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _____ day of _____, 2015.

CLARK COUNTY, WASHINGTON

**BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, WASHINGTON**

Mark McCauley, Acting County Manager

Jeanne Stuart, Commissioner

Date _____

Tom Mielke, Commissioner

Approved as to form:

David Madore, Commissioner

Jane Vetto, Deputy Prosecuting Attorney

Attest:

Rebecca Tilton, Clerk to the Board

EXECUTED on the day and year first written below.

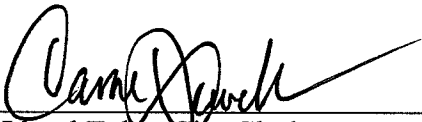
CITY OF VANCOUVER, WASHINGTON



Eric Holmes, City Manager

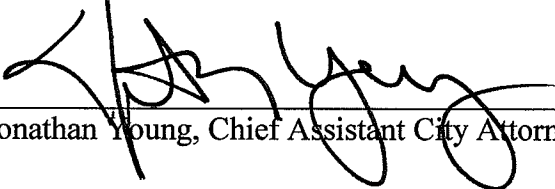
Date _____

Attest:



R. Lloyd Tyler, City Clerk
By Carrie Lewellen, City Deputy Clerk

Approved as to form:



Jonathan Young, Chief Assistant City Attorney