

CS 16-27

**INTERLOCAL AGREEMENT  
AMONG CLARK COUNTY, THE CITY OF VANCOUVER, THE EVERGREEN SCHOOL  
DISTRICT NO. 114, AND VANCOUVER PUBLIC SCHOOLS**

**SAFE COMMUNITIES TASK FORCE**

This agreement is made and entered into by and among Clark County, a subdivision of the State of Washington, hereinafter referred to as the COUNTY, acting by and through its governing body, the Clark County Board of County Councilors; the City of Vancouver, a city of the State of Washington, hereinafter referred to as the CITY, acting by and through its governing body, the Vancouver City Council; the Evergreen School District No. 114, hereinafter referred to as ESD, acting by and through its governing body, the Evergreen School District Board; and Vancouver Public Schools, hereinafter referred to as VPS, acting by and through its governing body, the Vancouver Public Schools Board of Directors; hereinafter referred to as the PARTIES, all 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 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 formed in 2009 to coordinate youth gang crime and violence prevention programs; 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) among the undersigned parties, Clark County, the City of Vancouver, the Evergreen School District No. 114, and the Vancouver Public Schools.

- 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 manner of financing is described in Section 4 (Financing and Administration).

## **SECTION 2. DURATION OF AGREEMENT**

- 2.1. The term of this Agreement shall be for the 3-year period from January 1, 2016 to December 31, 2018 with the option of one 2-year extension period.
- 2.2. The term of this Agreement may be extended for an additional 2-year period by mutual written agreement of the parties.
- 2.3. This Agreement shall survive the withdrawal of one or two parties, provided that there remain at least two parties willing to continue the Agreement.

## **SECTION 3. TERMINATION OF AGREEMENT**

- 3.1. Any party may terminate participation, for any reason, with or without cause, by notifying the other parties in writing at least thirty (30) days prior to termination. Such notice shall be provided to all parties as set forth in Section 9 of this Agreement.
- 3.2. Upon termination of this Agreement, the County shall distribute to each of the other parties any unspent funds and/or accumulated assets acquired with funds provided by this Agreement. The County shall reimburse each party in an amount proportionate to that party's total contribution.

## **SECTION 4. FINANCING AND ADMINISTRATION**

- 4.1. The County shall serve as the fiscal agent for this Agreement.
- 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. During the term of this Agreement, the County shall contribute a minimum of \$100,000 annually for this program. The other parties shall provide Clark County **annual funding** in the following amounts:
  - 4.3.1. The City of Vancouver shall pay Clark County \$50,000.
  - 4.3.2. The Evergreen School District #114 shall pay Clark County a minimum of \$25,000.

- 4.3.3. Vancouver Public Schools shall pay Clark County a minimum of \$25,000.
- 4.4. An annual scope of work, project timeline and budget will be provided to each party as part of the annual invoice for services (See Exhibits A and B.)
- 4.5. The County shall invoice the parties on an annual basis. The parties shall each make a lump sum annual payment to the County for each year that this Agreement is in place in the amounts shown in Section 4.3. The first annual payment shall be made to the County by each party within 60 days following the execution of this Agreement. The parties will make all subsequent annual payments to the County within 60 days of the beginning of each calendar year.
- 4.6. Failure by one or more parties to make their annual payments will not relieve any other party of their obligation for payment under this Agreement nor will it invalidate any other provision of this Agreement.

## **SECTION 5. RECORDS**

- 5.1. The parties to the 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 services described herein. Their 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 the Agreement expiration in compliance with applicable laws and policies. 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.
- 5.2. 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 function 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, ESD, and VPS.

- 6.4. The County shall retain all authority for provision of services, standards of performance, discipline, and control of its personnel, agents, subcontractors and volunteers, and other matters incident to the performance of services by the County under this Agreement. Nothing in this Agreement shall make any employee or agent or volunteer of the County an employee of the City, ESD, or VPS for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights and 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.
- 6.7. 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. Each of the parties shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liberty that may arise from the furnishing of the services by another party to this Agreement.
  - 6.8.1. The County agrees to indemnify, defend, save, and hold harmless the other parties to this Agreement, their elected and appointed officials, employees, volunteers, insurers and agents 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 County, its officials, employees, volunteers, subcontractors or agents.
  - 6.8.2. In the event that any suit based on such a claim, demand, loss, damage, loss, damage, cost, or cause of action is brought against any of the indemnified parties, they each retain the right to participate in said suit if any principal of public law is involved.
  - 6.8.3. The indemnity and hold harmless provision shall include any claim made against the City, ESD, or VPS by any employee of the County or subcontractor or agent or volunteer of the County, even if the County is otherwise immune from liability pursuant to the worker's compensation statute, Title 51 RCW.

- 6.8.4. The indemnities herein shall survive the expiration or termination of this Agreement.

## **SECTION 7. GENERAL TERMS AND CONDITIONS**

- 7.1. 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. 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. The terms and conditions of this Agreement which, by their sense and context, are intended to continue after the expiration or termination of this Agreement, shall survive.
- 7.4. 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 circumstances 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. 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 the Agreement.
- 7.6. 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 shall be deemed to exist or to bind any of the parties, except as a written addendum signed by an authorized agent of each of the parties.

## **SECTION 8. DEBARMENT AND EXCLUSION**

Each party certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally-funded program by any federal department or agency. In addition, each party certifies that no employee or subcontractor who will perform work, whether directly or indirectly, under this Contract is an Excluded Person.

**SECTION 9. NOTICES**

Any notices to be given under this Agreement shall be deemed effective when sent via regular U.S. Mail to the following parties, postage prepaid and addressed:

**To the County:**

Contract Unit	and	County Manager
Clark County		Clark County
Department of Community Services		P.O. Box 5000
1601 East Fourth Plain Blvd		Vancouver, WA 98666-5000
Vancouver, WA 98661		

**To the City:**

Chief of Police	and	City Manager
City of Vancouver		City of Vancouver
P.O. Box 1995		P.O. Box 1995
Vancouver, WA 98668-1995		Vancouver, WA 98668-1995

**To the ESD:**

John Deeder  
Superintendent  
Evergreen School District  
P.O. Box 8910  
Vancouver, WA 98668-8910

**To the VPS:**

Mick Hoffman  
Vancouver Public Schools  
P.O. Box 8937  
Vancouver, WA 98668-8937

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 written notice of such change as provided in this section.

**SECTION 10. 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 four (4) duplicated 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 City of Vancouver and Clark County will post a copy of this Agreement on their respective websites pursuant to Chapter 39, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and the postings on the City and County websites, each such duplicate original shall constitute an agreement binding upon all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement at Vancouver, Washington on the 23<sup>rd</sup> day of August, 2016.

**CLARK COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Mark McCauley, County Manager

8/23/16  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Amanda Migchelbrink  
Deputy Prosecuting Attorney

CITY OF VANCOUVER, WASHINGTON



Eric Holmes, City Manager

8/8/16

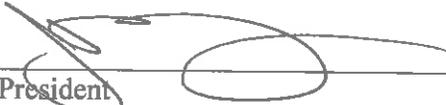
Date

APPROVED AS TO FORM:



E. Bronson Potter, City Attorney

EVERGREEN SCHOOL DISTRICT NO. 114

  
\_\_\_\_\_  
Board President  
August 9, 2016  
Date

  
\_\_\_\_\_  
Superintendent  
August 9, 2016  
Date

APPROVED AS TO FORM:

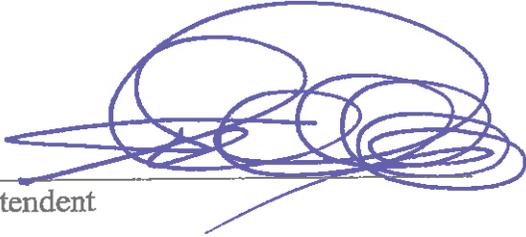
\_\_\_\_\_  
Attorney for the District

VANCOUVER PUBLIC SCHOOLS



Board President

AUG 09 2016  
Date



Superintendent

AUG 09 2016  
Date

APPROVED AS TO FORM:



Attorney for the District

## EXHIBIT A

### SAFE COMMUNITIES TASK FORCE

**THE FOLLOWING PROPOSED ACTIVITIES AND KEY DELIVERABLES WERE APPROVED BY THE SAFE COMMUNITIES TASK FORCE EXECUTIVE COMMITTEE IN APRIL 2016.**

#### GOAL

To reduce youth violence and gangs in Clark County by using the Comprehensive Gang Model developed by the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP).

#### PROPOSED ACTIVITIES

The following activities are based on recommendations from the Justice Department's OJJDP Comprehensive Gang Model and data gathered from the Clark County Gang Assessment:

- Coordinate monthly community meetings to inform citizens and service providers on the latest youth violence and gang trends; promote increased awareness, engagement, and collaboration among citizens and service providers
- Coordinate monthly steering committee meetings involving representatives from key organizations for the purpose of guiding implementation of the Comprehensive Gang Model based on the data collected from the Clark County Gang Assessment
- Coordinate quarterly executive committee meetings to inform elected officials and other key leaders on youth violence and gang trends, assess progress in the implementation of the Comprehensive Gang Model, and provide support to that implementation, as needed
- Maintain the Safe Communities Task Force website as a source for information and resources on local youth violence and gang issues
- Coordinate presentations for neighborhood associations, civic groups, and others requesting information on youth violence and gangs
- Coordinate "Keeping Our Kids Safe," a series of free presentations on topics including gangs, bullying, and exploitation of minors
- Coordinate an annual "Keeping Our Kids Safe" conference; a full-day conference geared towards parents, teachers, and others who work with youth on topics including gangs, bullying, and exploitation of minors

- Coordinate a multidisciplinary gang intervention team to implement activities such as educational support, mentoring, and employment support for youth who are gang involved

### **KEY DELIVERABLES**

- Twelve (12) community meetings per year
- Twelve (12) steering committee meetings per year
- One (1) website ([www.safecommunitiestaskforce.org](http://www.safecommunitiestaskforce.org)) will be maintained and updated with relevant information and resources
- Four (4) presentations at neighborhood association meetings, civic group meetings, and other community forums per year
- Nine (9) “Keeping Our Kids Safe” presentations offered per year
- One (1) “Keeping Our Kids Safe” conference offered per year
- Fifty (50) youth who demonstrate an elevated risk for gang involvement will participate in gang prevention activities
- Fifty (50) youth who are gang-involved will participate in gang intervention activities

For more information, contact Josh Beaman, SCTF Program Coordinator at 360-397-2130 ext. 5204 or online at [www.safecommunitiestaskforce.org](http://www.safecommunitiestaskforce.org).

**EXHIBIT B**  
**ANNUAL BUDGET**  
**2016**

Contributions from the parties shall be applied to the Safe Communities Task Force annual budget as shown below:

<b>SAFE COMMUNITIES TASK FORCE BUDGET</b>	
<b>CATEGORY</b>	<b>AMOUNT</b>
Salaries and Benefits	\$ 102,392
Operating Costs	\$ 17,754
Contractual Costs	\$ 169,856
Indirect Costs @10%	\$ 29,000
<b>TOTAL BUDGET PER YEAR</b>	<b>\$ 319,001</b>