

CLARK COUNTY STAFF REPORT

DEPARTMENT:
Clark County Sheriff's Office

DATE:
October 14, 2020

REQUESTED ACTION:

The Clark County Sheriff's Office desires to engage the Vancouver Police Department to perform certain Senior Wellness Check services via an interlocal agreement. This agreement requires the signature of the County Manager.

Consent Hearing County Manager

BACKGROUND:

Senior Wellness Check program –

The Senior Wellness Check allows older adults who live alone to have comfort and security in the knowledge that someone is checking in on them on a regular basis.

The Senior Wellness Check is a free service coordinated by local law enforcement agencies utilizing volunteers to make regular contact with participants by phone.

Volunteers will be paired with seniors who sign-up for the program and will call to check on them at a time and frequency mutually agreed upon. If contact is not made after three attempts and the emergency contact cannot be reached, law enforcement will be dispatched to perform a welfare check. Participating agencies include Vancouver, La Center, Battle Ground, Ridgefield and Washougal Police Departments.

COUNCIL POLICY IMPLICATIONS

No change in policy.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

BUDGET IMPLICATIONS

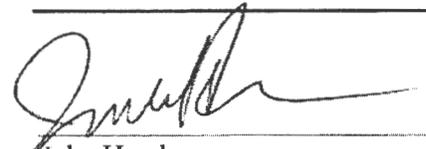
YES	NO	
x		Action falls within existing budget capacity.
	x	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	x	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	
Company Name	

DISTRIBUTION:

Council staff will post all staff reports to The Web. <https://www.clark.wa.gov/council-meetings>


 John Horch
 Chief Deputy Sheriff - Criminal


 Chuck Atkins
 Sheriff

Primary Staff Contact Name and Extension:
 John Horch, Chief Deputy Sheriff - Criminal
 Ext. 2476

APPROVED: _____
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: _____

SR# _____

APPROVED: _____
Kathleen Otto, Interim County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – No fiscal impact from this program.

There is no fiscal impact in this matter.

Part II: Estimated Revenues

Fund #/Title	2020 Annual Budget		2021 Annual Budget		2022 Annual Budget	
	GF	Total	GF	Total	GF	Total
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	2020 Annual Budget		2021 Annual Budget		2022 Annual Budget	
		GF	Total	GF	Total	GF	Total
Total							

III. B – Expenditure by object category

Fund #/Title	2020 Annual Budget		2021 Annual Budget		2022 Annual Budget	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total						

MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT

SENIOR WELLNESS CHECK PROGRAM

Vancouver Police Department & Clark County Sheriff's Office

THIS MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT ("Agreement" herein), is made and entered into by and between the City of Vancouver ("City") and Clark County, Washington ("County), to provide assistance with Clark County Sheriff Office's Senior Wellness Check Program.

This Agreement is subject to all terms and conditions of the Master Interlocal Mutual Law Enforcement Assistance Agreement ("Master Agreement") executed in 2002 by the Parties and recorded by the Clark County Auditor under 3434632, except as expressly provided herein.

RECITALS

WHEREAS, the Clark County Sheriff's Office desires to engage the Vancouver Police Department to perform, and the Vancouver Police Department agrees to undertake, certain senior wellness check services as hereinafter set forth:

NOW, THEREFORE, the parties agree as follows:

I. PARTIES TO THE AGREEMENT.

The parties to the Agreement are:

- A. City of Vancouver Police Department ("VPD")
605 E. Evergreen Boulevard
Vancouver, WA 98663

- B. Clark County Sheriff's Office ("CCSO")
707 W. 13th Street
Vancouver, WA 98666

II. EFFECTIVE DATE, DURATION AND RATIFICATION.

This Agreement shall become effective as of the date set forth on which the last of the parties, whether VPD or CCSO, executes the Agreement, and shall be operative the date of execution until December 31, 2020 or termination as set forth in Article IX, below. The City Manager and County Manager are authorized to execute an amendment to this Agreement

extending the term for up to an additional three years (until December 31, 2023) at any time before it expires or is terminated. Any change, modification or amendment to this Agreement must be made by unanimous written approval of both the City and the County. Any acts made consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

III. PURPOSE AND FUNCTION.

The purpose of this Agreement is to provide assistance to CCSO in carrying out senior wellness checks within the City of Vancouver.

IV. ORGANIZATION.

No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization or functions of the parties, except as specifically provided for herein.

V. DESCRIPTION OF WORK AND OBLIGATIONS OF THE PARTIES

The Parties agree to the following:

- A. CCSO will administer the Senior Wellness Check Program and process all applications for admission into the program.
- B. CCSO will distribute a list of names and contact information for Senior Wellness Check Program participants residing in the City of Vancouver to VPD.
- C. As staffing permits, VPD will engage its volunteers to perform telephone wellness checks on participants of CCSO's Senior Wellness Check Program.
- D. As staffing permits, VPD law enforcement officers may, within VPD's discretion, dispatch to a participant's residence to perform a welfare check in person.
- E. CCSO and VPD will communicate regarding VPD's available volunteers and staffing resources. CCSO is responsible for making alternative arrangements for fulfilling the needs of the Senior Wellness Check Program in the event additional resources are required.

VI. COSTS AND EXPENSES

Each party will cover the respective costs associated with their own activities undertaken pursuant to this Agreement.

VII. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS.

Notwithstanding any provision to contrary contained within the Master Agreement, it is expressly understood and agreed that each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, agents, or officers. Neither party will be considered the agent of the other and neither party assumes responsibility to the other party for the consequences of any act or omission of any person or entity not a party to this Agreement.

The City does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the City's performance of this Agreement. In making such assurances, the City specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the City that arise out of the City's performance, and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County arising out of the City's performance. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents. Without limiting the generality of the foregoing, the City further expressly agrees to indemnify, defend, save and hold harmless the County, its officials, employees, and agents, from and against any and all liability, claims, demands, causes of action, suits or judgment, including costs and expenses incurred in connection therewith, for deaths or injuries to persons arising out of, in connection with, or incident to the performance of this Agreement by the City, its officials, employees, or agents. To the extent that this liability arises from the concurrent negligence of both VPD and CCSO, such cost, fees and expenses shall be shared between VPD and CCSO, in proportion to their relative degrees of negligence.

The County does release, indemnify and promise to defend and save harmless the City, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the City, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the County's performance of this Agreement. In making such assurances, the County specifically agrees to indemnify and hold harmless the City from any and all bodily injury claims brought by employees of the County that arise out of the County's performance, and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the City arising out of the County's performance. Provided, however, this paragraph does not purport to indemnify the City against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the City, its elected officials, officers, employees and agents. Without limiting the generality of the foregoing, the County further expressly agrees to indemnify, defend, save and hold harmless the City, its officials, employees, and agents, from and against any and all liability, claims, demands, causes of action, suits or judgment, including costs and expenses incurred in connection therewith, for deaths or injuries to persons arising out of, in connection with, or

incident to the performance of this Agreement by the County, its officials, employees, or agents. To the extent that this liability arises from the concurrent negligence of both VPD and CCSO, such cost, fees and expenses shall be shared between VPD and CCSO, in proportion to their relative degrees of negligence.

In the event that any claim or suit is brought against VPD or CCSO based on demand, claim, or cause of action alleged to arise in connection with or incident to the performance of this Agreement, VPD and CCSO shall promptly notify VPD and CCSO of same; and VPD and CCSO retain the right to participate in said claim and/or suit.

VPD AND CCSO SPECIFICALLY ACKNOWLEDGE THAT THE PROVISIONS CONTAINED HEREIN HAVE BEEN MUTUALLY NEGOTIATED by the parties.

VIII. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given are as follows:

- A. The principal representative of the City shall be:

Troy Price, Assistant Police Chief
Vancouver Police Department
605 E. Evergreen Boulevard
Vancouver, WA 98663

- B. The principal representative of the County shall be:

John Chapman, Undersheriff
Clark County Sheriff's Office
707 W. 13th Street
Vancouver, WA 98666

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or mail, registered or certified, postage prepaid.

- D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

IX. TERMINATION OF CONTRACT.

Any Party may terminate this Agreement for any reason upon providing 30 days written notice. Although no transfer or acquisition of property by or between the parties or any third

party is provided by this Agreement, disposition of property furnished incidental to this Agreement shall be controlled by the Master Agreement between the parties.

X. CHOICE OF LAW.

The Parties agree that, in connection with their activities under this Agreement, they shall comply with all applicable federal, state and local laws or regulations and, further, that this Agreement shall be construed according to the laws of the State of Washington. The venue for any action under the terms of this Agreement is the Superior Court of Clark County, Washington.

SIGNATURES

Executed on the day and year first written below.

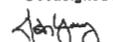
CITY OF VANCOUVER

DocuSigned by:

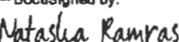
75A9183485CA467
Eric Homes, City Manager

Date Executed: 9/30/2020

Approved as to form only:

DocuSigned by:

9A7B02E31F094A2...
Jonathan Young
City Attorney

Attest:

DocuSigned by:

BCF8734E4DE94AE...
Natasha Kamras, City Clerk

Date: 9/30/2020

CLARK COUNTY SHERIFF

CLARK COUNTY,
A subdivision of the State of Washington

Chuck Atkins, Sheriff

Kathleen Otto, Interim County Manager

Date: _____

Date: _____

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SIGNATURES

Executed on the day and year first written below.

CITY OF VANCOUVER

Eric Homes, City Manager

Approved as to form only:

Date Executed: _____

Jonathan Young
City Attorney

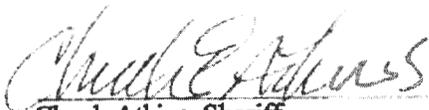
Attest:

Natasha Ramras, City Clerk

Date: _____

CLARK COUNTY SHERIFF

CLARK COUNTY,
A subdivision of the State of Washington



Chuck Atkins, Sheriff

Kathleen Otto, Interim County Manager

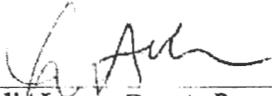
Date: 9-2-2020

Date: _____

Approved as to Form Only:

ATTEST:

ANTHONY F. GOLICK, Prosecuting Attorney



Leslie Lopez, Deputy Prosecuting Attorney

Clerk to the Board