# CLARK COUNTY
# STAFF REPORT

**DEPARTMENT:** Community Services

**DATE:** 11/05/2019

**REQUESTED ACTION:** Community Services is requesting council approval of an interlocal agreement with City of Vancouver to provide mental health resources as part of a pilot project to assist law enforcement officers in the field, and approval for the County Manager to sign related grant agreements.

_X_ Consent ____ Hearing ____ County Manager

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## BACKGROUND

The Washington Association of Sheriffs and Police (WASPC) has awarded funding to the Vancouver Police Department to partner with Clark County Crisis Services to enhance mental health. A total of $314,917 will be available to Clark County Community Services as a 12-month grant. This pilot program is designed to assist VPD officers in the field with individuals in crisis, to support pre-arrest diversion and connect individuals with additional resources, services, and treatment options. State law requires council approval of interlocal agreements. The grant requires no local match or sustainability funding.

Mental health is a critical public safety issue, and Clark County and the City of Vancouver currently have a robust crisis services network in place. The Vancouver Police Department is part of a strong network of dedicated local leaders and exceptional service organizations, which includes prosecutors and judiciary, crisis responders, behavioral health and treatment providers, and advocacy organizations.

## COUNCIL POLICY IMPLICATIONS

There are no known council policy implications.

## ADMINISTRATIVE POLICY IMPLICATIONS

There are no known administrative policy implications.

## COMMUNITY OUTREACH

There was no outreach associated with this interlocal agreement.

## BUDGET IMPLICATIONS

| YES | NO | |
|---|---|---|
| X | | Action falls within existing budget capacity. |
| | | Action falls within existing budget capacity but requires a change of purpose within existing appropriation |
| | | 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 | N/A |
| Grant Fund Dollar Amount | $314,917 |
| Account | N/A |
| Company Name | N/A |

**DISTRIBUTION**
**Board staff will post all staff reports to The Grid. http://www.clark.wa.gov/thegrid/**

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Daniel Jass, Program Manager

Abdul Majidi for Vanessa Gaston, Director

Primary Staff Contact Name and Extension: Daniel Jass, 7686

**APPROVED:** _____
**CLARK COUNTY, WASHINGTON**
**COUNTY COUNCIL**

DATE: NOV. 5, 2019 SR# 145-19

**APPROVED:** _____
**Shawn Henessee, County Manager**

CLARK COUNTY, WASHINGTON 1844

To be posted on City of Vancouver website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040).

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

**WASPC AWARD NO. MHFRT-2010-001-004**

**THE STATE OF WASHINGTON**
**COUNTY OF CLARK**

# INTERLOCAL AGREEMENT BETWEEN THE CITY OF VANCOUVER, WA AND COUNTY OF CLARK, WA

## 2019 WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS MENTAL HEALTH FIELD RESPONSE TEAM PROGRAM AWARD

This Agreement is made and entered into effective September 10, 2019, by and between the City of Vancouver, a first class city of the state of Washington, hereinafter referred to as "VANCOUVER", acting by and through its governing body, the Vancouver City Council; and Clark County, by and through its governing body, the Clark County Council, hereinafter referred to as "COUNTY", both of Clark County, State of Washington, witnesseth:

**WHEREAS**, this Agreement is made under the authority of RCW 39.34.080 (Interlocal Cooperation Act); and

**WHEREAS**, the Washington Association of Sheriffs and Police Chiefs (WASPC), as the administering organization for the Mental Health Field Response Team (MHFRT) program has

awarded competitive funding for mental health field response grant project MHFRT-2019-001-004 WASPC Clark-Vancouver Mental Health Rapid Response Crisis Team; and

**WHEREAS,** the WASPC has designated the Vancouver Police Department to serve as fiscal agent for the funds awarded; 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.** VANCOUVER agrees to serve as fiscal agent for the aggregate $314,917 of WASPC funds awarded.

**Section 2.** VANCOUVER agrees, based on the WASPC MHFRT Contract Face Sheet, WASPC Terms and Conditions, and Statement of Work, which are attached to this agreement as Exhibit A, B, and C respectively, and incorporated herein as if fully set forth, to provide the COUNTY reimbursement for eligible grant activities up to the maximum amount of $314,917 to provide mental health field response initiatives in accordance with the requirements set forth by WASPC for MHFRT funds.

COUNTY agrees that funds are to be used to provide support for the mental health field response team activities detailed in the WASPC Statement of Work, which includes the Project Narrative, Project Timeline, Budget Worksheet, and other grant application documents incorporated herein. VANCOUVER will provide COUNTY reimbursement no more than monthly but at least quarterly after WASPC approval of expenses and satisfactory performance.

**Section 3.** COUNTY agrees to timely comply with all performance and reporting obligations required by WASPC and VANCOUVER to fulfill grant terms and requirements.

**Section 4.** COUNTY agrees to maintain and retain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards set forth the Office of Management and Budget (OMB) Circulars, Uniform Administrative Requirements Code of Federal Regulations Title 2, and all other applicable requirements. All of these documents are to be retained for a minimum of six years after the grant has been closed and available for review, upon request, to federal, state and city of VANCOUVER employees or their agents or officers. Review may occur at any time, even after six years, if the records are still available.

**Section 5.** COUNTY agrees not to use WASPC MHFRT grant funds to supplant local, federal, or other state funds, or replace funding which would otherwise be made available.

**Section 6.** COUNTY agrees to provide VANCOUVER with data reports, progress reports, financial reports, audit reports, and other materials when required by VANCOUVER and in the form reasonably required by VANCOUVER.

**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.

**Section 10.** 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 provided herein.

**Section 11.** The duration of this agreement shall begin September 10, 2019 and end June 30, 2020.

**Section 12.** This Agreement may be terminated by either party with thirty (30) days written notice. A final reconciliation of costs and a report of completed activities shall be completed by the COUNTY and submitted within 30 days.

CITY OF VANCOUVER

Eric Holmes, City Manager

Approved as to form:

Jonathan Young, Interim City Attorney

CLARK COUNTY

Shawn Henessee, County Manager

Approved as to form:

~~Leslie Lopez~~, Deputy Prosecuting Attorney
Amanda Mischelbrink

Attest:

Natasha Ramras, City Clerk

Attest:

Rebecca Messinger, Clerk to the Board

EXHIBITS:
A. WASPC MHFRT Contract Face Sheet
B. WASPC Terms and Conditions
C. Statement of Work: Project Narrative, Timeline and Budget Worksheet