Clark County Sheriff's Office

707 West 13th Street • PO Box 410 • Vancouver, WA 98666 • (564) 397-2366 • Fax (564) 397-2367

John Horch, Sheriff

Greetings Erin Erdman,

It has been our privilege to provide 24-hour support services for the National Crime Information Center (NCIC) and the Washington Crime Information Center (WACIC). We highly value our partnership and are committed to ensuring the continued success of this critical service.

As we have consistently strived to provide the highest level of support and maintain the integrity of these essential information systems, it has become necessary to review the associated operating costs. In line with this, we are writing to inform you of an upcoming adjustment to the service fee.

After a comprehensive assessment of our operating expenses, we have determined that a modest increase in the annual service fee is necessary to sustain the quality of service that you have come to expect. We are proposing a 4% increase in the annual rate for support services provided by the Clark County Sheriff's Office Records Division.

The current annual rate stands at $24,728.25. With this proposed adjustment, the new annual rate will be 25,639.06. We believe that this increase is essential to ensure the continued effectiveness and reliability of the NCIC and WACIC services.

Budgeting is a complex process, and we hope to provide you with ample time for budget planning and resource allocation, we will implement this rate increase beginning on 01/01/2024.

If you have any questions or would like to discuss this proposed rate adjustment further, please do not hesitate to reach out to me. We value this partnership and want to make sure we are providing the services you require.

Once again, we appreciate the opportunity to serve as your trusted partner in the use of NCIC and WACIC. We look forward to your continued partnership and the mutual benefits it brings to our communities.

Thank you for your understanding and ongoing support. Together, we will uphold the highest standards of law enforcement services for the residents of our county.

Sincerely,

John Horch

Clark County Sheriff's Office

707 West 13th Street • PO Box 410 • Vancouver, WA 98666 • (564) 397-2366 • Fax (564) 397-2367

John Horch, Sheriff

Washington Crime Information Center

Service Agreement between the Clark County Sheriff's Office and the Battle Ground Police Department.

The National Crime Information Center (NCIC) and the Washington Crime Information Center (WACIC) are computerized information systems established as a service to all criminal justice agencies. The goal of NCIC and WACIC is to help the criminal justice community perform its duties by providing and maintaining computerized filing systems of accurate and timely documented criminal justice information. Although use of NCIC and WACIC is voluntary, using these systems obligates participating agencies to abide by the policies and procedures established by the advisory boards of each. NCIC and WACIC require:

1. That any agency having investigative authority and jurisdiction and having an NCIC-assigned Originating Agency Identifier (ORI) must enter qualifying records into WACIC/NCIC as soon as reasonably possible after minimum information is available.

2. That every agency which enters records destined for WACIC or NCIC must assure that "hit" confirmation is available for all records except III records, 24-hours a day either at that agency or through a written agreement with another agency at its location.

3. An originating agency must, within ten (10) minutes for requests designated urgent or within one hour for requests designated routine, furnish to an agency requesting record confirmation or a notice of the specific amount of time necessary to confirm or reject.

The Clark County Sheriffs Office, a 24 hour terminal agency, is a criminal justice agency with the assigned NCIC Originating Agency Identifier (ORI) of WA0060000.

The Battle Ground Police Department, a terminal, non-24 hour agency, is a criminal justice agency with the assigned NCIC Originating Agency Identifier (ORI) of WA0060100.

Both agencies agree to abide by all rules, policies and procedures of the NCIC of the Federal Bureau of Investigation (FBI), the Washington Crime Information Center (WACIC) and A Centralized Computerized Enforcement Service System (ACCESS), as adopted by the Advisory Council on Criminal Justice Services under authority of RCW 43.89 and RCW 43.43 and the National Law Enforcement Telecommunications System (NLETS), subject to the terms and conditions listed below

Terms and Conditions

A. Purpose of Agreement

The purpose of this agreement is to establish responsibility for records entered into WACIC and NCIC as the Owner of Record.

1. Responsibility for data entry
2. Responsibility for documentation
3. Responsibility for cancellation and modification of entries
4. Responsibility for timeliness of entries, cancellations and modifications
5. Responsibility for hit confirmation
6. Responsibility for validation of entries

The Owner of Record agrees to abide by all the terms and conditions of the ACCESS/WACIC/NCIC User Acknowledgement in performing the responsibilities listed above. Clark County Sheriff's Office Responsibilities:

The Clark County Sheriff's Office shall serve as the Owner of Record for warrants information originating with the Battle Ground Municipal Court on behalf of the Battle Ground Police Department.

The Clark County Sheriff's Office shall be responsible for entering all warrants originating from Battle Ground Municipal Court due to Battle Ground Police Department investigations using the Clark County Sheriff's Office NCIC Originating Identifier (ORI). Warrants issued by the Battle Ground Municipal Court will be delivered to the Clark County Sheriff's Office and the original copies will be maintained to substantiate all warrant entries.

The Battle Ground Municipal Court will be responsible for advising the Clark County Sheriff's Office Warrants Section with supporting written documentation submitted by FAX and/or teletype, of any warrant update or warrant cancellation that originates from

Battle Ground Municipal Court in a case generated by the Battle Ground Police Department.

The Clark County Sheriff's Office shall be responsible for the update and cancellation of all warrants maintained in WACIC and/or NCIC systems in accordance with this agreement.

BATTLE GROUND Police Department Responsibilities:

The Battle Ground Police Department shall serve as the Owner of Record for all other records originating with the Battle Ground Police Department, including: stolen vehicles, missing persons, stolen articles, parts, etc., using the Battle Ground Police Department Agency Identifier (ORI).

Hit Confirmation:

The Battle Ground Police Department will forward their ACCESS printer to the Clark County Sheriff's Office during after hours, weekends and holidays for monitoring of after hour hit confirmation.

The parties agree that the Clark County Sheriff's Office will provide assistance to the Battle Ground Police Department by monitoring teletype messages during non-business hours. Specifically, the Clark County Sheriff's Office will monitor teletype traffic as follows:

1. YQ
2. Urgent Messages

If a teletype requiring NLETS Hit Confirmation of any type is received, the Clark County Sheriff's Office Records staff will contact the Clark Regional Emergency Services Agency (CRESA) and CRESA will then alert the Battle Ground Police Department, make verification of the item and send any alerts as needed.

Upon notification from CRESA, Battle Ground PD Officers will pull the original Battle Ground police report corresponding to the teletype hit confirmation request and call CCSO Records with hit confirmation details. CCSO Records will teletype the hit confirmation information to the requestor.

The Battle Ground Police Department agrees to indemnify and hold harmless the Clark County Sheriff's Office for any failure to act or lack of response by either CRESA or staff or officers of the Battle Ground Police Department.

B. Rules and Regulations

The exchange of all information covered by the terms of this agreement shall be in strict compliance with all federal and state laws and regulations relating to the collection, storage or dissemination of criminal justice information and criminal history record information; with all rules, procedures, and policies adopted by the FBI/NCIC Advisory Policy Board in regard to information furnished through the FBI/NCIC CCH Program; and will adhere to all rules and regulations adopted by the Washington State Advisory Council on Criminal Justice Services for WACIC. The Owners of Record have the burden of giving notice of the requirements of all the above-named rules and regulations to its employees and other agencies or individuals to whom the agencies might disseminate information derived pursuant to the agreement.

C. Secondary Dissemination

Both agencies agree to assume full responsibility for the lawful use of any released criminal history record information and/or other criminal justice information.

D. Response to Communications

In as much as communications from other states are routed via the National Law Enforcement Telecommunications System (NLETS) using NCIC ORI, the ORI of record shall bear the responsibility of responding to requests for confirmation of records and other information relating to records entered under the Agreement. Both agencies agree that any misdirected or misrouted messages will be promptly called to the attention of the originating agency or intended recipient.

E. Sanctions

The Washington State Patrol State Criminal Justice Information Services (CJIS) Systems Agency (CSA) reserves the right to suspend telecommunications service to the Owner of Record when any rules, policies or procedures of NCIC, NLETS or WACIC have been violated. The Washington State Patrol will review circumstances surrounding the suspension or termination of Agreement and will make a final decision relative to further or continued agency participation in WACIC.

F. Compensation

The costs are associated with providing these services predicated on the overall

allocated operating costs of the Support Services outlined in this agreement. The Sheriff's Office will review the rate annually and reserves the right to increase the yearly fee to reflect cost increases. If a rate change is necessary, the BATTLE GROUND Police Department will receive 60 days' notice. All invoices the BATTLE GROUND Police Department receives from the Clark County Sheriff's Office are due within 30 days.

The annual rate for support services provided by the Clark County Sheriff's Office Records Division is $25,639.06.

G. Termination of Agreement

This agreement shall remain in effect unless terminated by either party. Either party may, upon thirty (30) days notice to the other agency in writing, and to the Washington State Patrol Telecommunications Section, cancel this agreement.

Each party reserves the right to terminate this Agreement with or without notice upon determining that the other agency has violated any law, rule or regulation concerning criminal justice information or violated the terms of this Agreement.

Termination of this Agreement shall not negate the obligation of either party to maintain records entered under this agreement to ensure their accuracy and timeliness.

Termination of this Agreement requires the agency printer to be forwarded to another twenty-four (24) hour per day facility. The agency terminating the agreement must also formally notify the Washington State Patrol (WSP) ACCESS Section within thirty (30) days. In the event that this agreement is terminated, both parties agree that it is the responsibility of the Battle Ground Police Department to identify and secure an agreement for hit confirmation with another twenty-four (24)hour facility.

H. Indemnification

The Clark County Sheriff's Office agrees to indemnify and hold harmless the Washington State Patrol, its Chief and employees and the Federal Bureau of Investigation, its Director and employees from all claims, demands, actions, suits and proceedings by others for the use or misuse by the Clark County Sheriff's Office of any information provided to them pursuant to this Agreement.

The Battle Ground Police Department agrees to indemnify and hold harmless the Washington State Patrol, its Chief and employees and the Federal Bureau of Investigation, its Director and employees from all claims, demands, actions, suits and proceedings by others for the use or misuse by the Battle Ground Police Department of any information provided to them pursuant to this Agreement.
As Police Chief/Sheriff of the agencies identified herein, we hereby acknowledge the duties and responsibilities set forth in this document as well as those documents incorporated by reference.

John Horch
Sheriff
Clark County Sheriff's Office

ORI: WA0060000
By: John Horch
Title: Sheriff
Date: 10.2.2023

Erin Erdman
City Manager
City of Battle Ground

ORI: WA0060100.
By: Erin Erdman
Title: City Manager
Date: 10/17/23