THE STATE OF WASHINGTON
CLARK COUNTY

INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY, WA AND THE CITY OF BATTLE GROUND, WA 2022-2023 WASPC REGISTERED SEX OFFENDER MONITORING PROGRAM AWARD

This Agreement is made and entered into effective July 1, 2022, by and between Clark County, hereinafter referred to as the COUNTY, acting by and through its Sheriff; and the City of Battle Ground, a first class city of the state of Washington, hereinafter referred to as the CITY, acting by and through its governing body, the Battle Ground City Council, witnesseth:

WHEREAS, this Agreement is made under the authority of RCW 39.34.080; and

WHEREAS, the Washington Association of Sheriffs and Police Chiefs (WASPC) as the administering organization of the Registered Sex Offender Monitoring Address and Residency Verification Program (SOM) has allocated funding for local law enforcement to verify the residency and address of registered sex offenders and kidnapping offenders under RCW 9A.44.130; and

WHEREAS, WASPC has designated the Clark County Sheriff's Office to serve as fiscal agent for the aggregate of SOM funds available to law enforcement agencies in Clark County; 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. COUNTY agrees to act as fiscal agent for the aggregate $265,761.00 of SOM funds.

Section 2. County agrees to provide CITY with 4.446% of aggregate WASPC SOM funds (up to $11,816.21), based on the number of registered sex offenders residing in its jurisdiction, to be used for monitoring of registered kidnap and sex offenders living within the CITY's jurisdiction. COUNTY will make payments quarterly to CITY following completion of performance and after funding is received from WASPC. Payment amounts may change if the total amount to be received from WASPC is changed.

Section 3. Quarterly payments from WASPC to the COUNTY may be withheld if the combined agencies in the Clark County jurisdiction (Clark County Sheriff's Office and six city police departments) fail to meet program requirements outlined in the WASPC award agreement letter (Exhibit A). Therefore, COUNTY will not be responsible for the payment of any funds to the CITY that are not received from WASPC, even if the cause for WASPC's withholding of funds does not involve the CITY or its police department.

Section 4. CITY agrees to timely comply with all performance and reporting obligations required by grant program terms. CITY agrees to provide face-to-face verification of a sex offender's address at the place of residency for each sex offender residing within its jurisdiction:

1. For level I offenders, once every twelve months;
2. For level II offenders, once every six months; and
3. For level III offenders, once every three months.

For the purposes of this grant, unclassified offenders and kidnapping offenders are considered level I offenders unless the local jurisdiction sets a higher classification in the interest of public safety.

In addition, CITY agrees to use funding from this program to send at least one staff person to at least one WASPC Offender Watch User Group and SONAR Committee Meeting. Meeting dates are July 13, 2022,October 12, 2022, January 11, 2023, and April 12, 2023.

Section 5. CITY agrees to enter address verification data into the statewide offender database, OffenderWatch. WASPC will conduct audits of the OffenderWatch records to confirm verification entries and completeness of records.

Section 6. CITY agrees to monitor registered sex offenders residing within its jurisdiction during the time frame for which WASPC SOM funds are received by taking the action set forth in this Agreement.

Section 7: Registration, community notification, and verification of offenders must follow the applicable state statutes (RCWs 4.24.550, 9A.44.130, 9A.44.145, 36.28A.230, etc.).

Section 8. This Agreement shall be effective for the program year defined by the program award as July 1, 2022 through June 2023. The term of this Agreement may be extended up to two (2) times administratively in one (1) year increments by mutual written agreement of both parties, subject to availability of WASPC SOM Program funding. The Clark County Sheriff or his designee shall be the agent of the COUNTY for approving extensions of this Agreement on behalf of the COUNTY; and the Battle Ground City Manager or their designee shall be the agent of the CITY for approving extensions of this Agreement on behalf of the CITY.

Section 9. No new legal entity is being created by this Agreement.

Section 10. COUNTY and CITY agree to cover their own administrative overhead costs associated with receipt of WASPC SOM funds.

Section 11. 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 12. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 13. 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 14. Either party may terminate this Agreement by providing thirty (30) days written notification to the other party. In the event of early termination, COUNTY will pro-rate the CITY's final quarterly payment based on the date of termination.

CITY OF BATTLE GROUND

Erin Erdman, City Manager

6/16/22
Date

CLARK COUNTY

Chuck Atkins, Sheriff

8-16-22
Date