

CLARK COUNTY STAFF REPORT



DEPARTMENT: The Arthur D. Curtis Children's Justice Center (CJC)

DATE: September 2, 2014

REQUEST:

That Board of Commissioners authorizes the Professional Service Contract between the City of Battle Ground and the Children's Justice Center for forensic interviewing services when there is a suspicion of a child abuse crime within the Battle Ground City Jurisdiction.

CHECK ONE: X Consent CAO

BACKGROUND

The City of Battle Ground is not included in the Interlocal Agreement and has not been willing to participate with the Children's Justice Center (CJC) collaborative in the past. Therefore, Battle Ground Police Department has completed their child abuse criminal investigations on their own and a child victim does not have access to CJC's comprehensive response system unless a case is charged during the prosecution phase. Over the years as the CJC initial response system improved significantly creating a very different quality of the initial response dependent upon where a child victim was in Clark County. If a suspected crime against a child occurred within a city jurisdictions that was not part of the CJC collaboration, the child was interviewed by a law enforcement officer outside our local accredited Children's Advocacy Center. One of the most notable differences with CJC's initial response was the use of a child-centered setting, video recording capacity, collaborative observation capacity and the use of a trained civilian forensic interviewer. For these reason, the City of Battle Ground seeks to pay an hourly fee for the use of CJC's center to hold the initial interview utilizing CJC's forensic interviewer.

COMMUNITY OUTREACH

A long-term effort by CJC has been, and is still in process, to develop a partnership between CJC and smaller city jurisdiction in Clark County who have not joined the CJC collaborative to ensure that all children throughout Clark County are met with a the same uniform and quality response. CJC is Clark County's nationally accredited Children's Advocacy Center and it is important for all children to have access to its services. The City of Battle Ground is the first of city jurisdiction not currently a part of the CJC collaborative to create a partnership.

BUDGET AND POLICY IMPLICATIONS

The fee within this contract agreement will be paid to CJC by the City of Battle Ground on an hourly basis. Funding generated by this agreement will be added applied to the operating costs resulting for the additional workload.

FISCAL IMPACTS

Yes (see attached form) No

ACTION REQUESTED

That Board of Commissioners authorizes the Professional Service Contract between the City of Battle Ground and the Children's Justice Center for forensic interviewing services when there is a suspicion of a child abuse crime within the Battle Ground City Jurisdiction.

DISTRIBUTION

As needed and upon request to the medical provider for medical consultation by CJC staff.

*OK
Per
MJC
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Name: Mary Blanchette
Title: Executive Director

Approved:
CLARK COUNTY 9/9/14
BOARD OF COMMISSIONERS SR 199-14

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The Board is requested to authorize a contract that will generate new revenues for CJC through fees for use of the center and the forensic interviewer. These fees will offset the costs of the increased workload resulting from Battle Ground cases coming into CJC. This contract duration ends on December 31, 2015.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Estimated fees paid by City of Battle Ground	\$6,000	\$6,000				
Total	\$6,000	\$6,000				

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

Revenue will be generated from fees paid by the City of Battle Ground to CJC for the use of the center and forensic interview services at \$65 per hour.

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
Estimated salary and operation costs	0.00	\$6,000	\$6,000				
Total	0.00	\$6,000	\$6,000				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	\$4,000	\$4,000				
Contractual	\$1,000	\$1,000				
Supplies						
Travel						
Other controllables	\$1,000	\$1,000				
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	\$6,000	\$6,000				

Professional Services Contract

THIS AGREEMENT, entered this 9th day of Sept. 2014, by and between CLARK COUNTY, after this called "County," and the City of Battle Ground, a municipal corporation of the State of Washington, after this called "City."

WITNESSETH

WHEREAS, the City of Battle Ground Police Department would like to utilize services at the Arthur D. Curtis Children's Justice Center (CJC) for civilian forensic interviewing services for children where a crime may have been committed within City's law enforcement jurisdiction, NOW, THEREFORE,

THE COUNTY AND THE CITY MUTUALLY AGREE AS FOLLOWS:

1. Services County shall respond as available per request from City for child forensic interviewing services outlined herein in the attached reference as Exhibit "A." This agreement will be administered by the Battle Ground Police Department on behalf of the City. The contact administrator is Chief Bob Richardson.

2. Time. The contract shall span over an eighteen-month period effective beginning in June 1, 2014 and ending on December 31, 2015.

3. Compensation. City agrees to pay County an hourly fee of \$65.00 per hour for forensic interview services in accordance with Exhibit A.

County will provide an invoice to City including date of service, type of service, number of hour of service, and the client's name for forensic services provided.

City agrees to compensate County's forensic interviewer for any travel off the

work-site if the request for travel was made by City. County's forensic interviewer will submit appropriate reimbursement forms and required documentation in accordance with City's travel policies in order to receive compensation for travel associated with work performed for City's clients.

4. Termination. *The City or County may terminate this contract for any reason upon (30) days written notice to the County. The County or the City may terminate this contract immediately upon any breach in the duties set forth herein. A waiver by the County or City of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. City shall compensate County for services expended up to the date of termination.*

5. Indemnification: *Each of the parties hereto agree to be liable for its own conduct, including without limitation breach of this Agreement, and to indemnify the other party against any and all losses therefore. In the event that loss or damage results from the conduct of more than one party, each party agrees to be responsible for its own proportionate share of the claimant's damages under the laws of the State of Washington.*

County disclaims any responsibility for the safety of the workplace, and City agrees to assume the risk of any injury or damage to City's staff persons or party of arising out of, or related to the services contemplated under this Agreement.

6. Contract Documents: *Contract documents consist of this agreement and Exhibit "A". Where provisions of the contract and provisions of the Proposal for Professional Services are inconsistent, the provision contained in the contract shall be*

controlling.

7. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the City's compensation, which are mutually agreed upon by and between County and the City, shall be incorporated in the written amendments to the agreement.

8. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

9. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, City agrees to keep such information confidential.

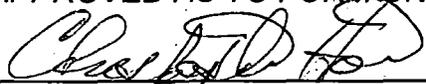
10. 15. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

11. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the City have executed this agreement on the date first above written.



Mark McCauley
County Administrator

APPROVED AS TO FORM ONLY


Anthony Golik,
Clark County Prosecuting Attorney



John Williams, City Manager
City of Battle Ground

EXHIBIT A

Scope of Work

PURPOSE

City seeks to utilize County's civilian forensic interviewer services for children where an abuse crime may have been committed within their law enforcement jurisdiction.

SERVICES

Forensic interview service billable hours include, but are not limited to the following:

- The initial coordination, case information exchange and assessment of any special needs or accommodations for the child
- Work involved with family members or the child's caretaker or social worker to explain what is needed and arrange for a convenient date and time for the interview
- Interview prep and rapport building with the child before the interview
- Interview and consultation with law enforcement observing the interview
- DVD creation and summary reporting
- Work involved in defense challenges of the interview
- Time involved to defend the interview during court appearances
- Travel expenses incurred when interviewing children off-site or meeting with City's personnel off-site when City has made the request

DESIRED OUTCOMES

- Certain children, or certain individuals with learning disabilities, living within the City of Battle Ground jurisdiction are provided with CJC's forensic interview services