

CLARK COUNTY
STAFF REPORT



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

DATE: July 28, 2014

REQUEST:

That Board of Commissioners authorizes the Professional Service Contract between the City of Washougal and the Children's Justice Center (CJC) for forensic interviewing services when there is a suspicion of a child abuse crime within the Washougal City jurisdiction.

CHECK ONE: X Consent CAO

BACKGROUND

The City of Washougal is not included in the CJC Interlocal Agreement and has recently decided to join other smaller city jurisdictions outside of the city of Vancouver in utilizing CJC's forensic interviewer and the center facility for suspected crimes against children within their jurisdictions. This is important to ensure that all children who reside in Clark County have access to the comprehensive and collaborative response that CJC provides from the initial interview on. Without this contract, CJC does not know about, or are involved with children in the city of Washougal jurisdiction until a charging decision is made, so their children do not have access to CJC's child-centered setting, video recording, collaborative interview observation, access to a civilian forensic interviewer and parent outreach at the onset. For these reason, the City of Washougal seeks to pay an hourly fee for the use of CJC's center and forensic interviewer.

COMMUNITY OUTREACH

A long-term effort by the CJC Board of Directors has been in process for years to bring all law enforcement jurisdictions to partner with CJC to ensure that all children have access to CJC's comprehensive response as early as possible when a crime has been committed to a child and to unify our coordinated response system countywide.

BUDGET AND POLICY IMPLICATIONS

The fee within this contract agreement will be paid to CJC by the City of Washougal on an hourly fee-for-service basis, which will generate funding to absorb additional workload involved in this service agreement.

FISCAL IMPACTS

Yes (see attached form) No

ACTION REQUESTED

That Board of Commissioners authorize the Professional Service Contract between the City of Washougal and the CJC to provide forensic interviewing services on a fee-for-service basis when children in their city jurisdiction are referred due to a suspicion of a child abuse crime within the Washougal city limits.

DISTRIBUTION

As needed and referred to CJC by the Washougal Police Department for this service.

copy OK 8/12

Name: Mary Blanchette
Title: Executive Director

Approved: Aug. 12, 2014 SR 175-14
CLARK COUNTY
BOARD OF COMMISSIONERS

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 service agreement that will generate new revenues for CJC through fees incurred while utilizing the center and the forensic interviewer. These fees will offset the costs of the increased workload resulting from Washougal cases coming into CJC. This contract duration is from July 1, 2014 through 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 Washougal	\$5,000	\$5,000				
Total	\$5,000	\$5,000				

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

Revenue will be generated from fees paid by the City of Washougal 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	\$5,000	\$5,000				
Total	0.00	\$5,000	\$5,000				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	\$3800	\$3800				
Contractual	\$1,000	\$1,000				
Supplies						
Travel						
Other controllables	\$200	\$200				
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	\$5,000	\$5,000				

Professional Services Contract

THIS AGREEMENT, entered this 12th day of August 2014, by and between CLARK COUNTY, after this called "County," a political subdivision of the City of Washougal Police Department, after this called "City."

WITNESSETH

WHEREAS, City 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."
2. Time. The contract shall span over an eleven-month period effective beginning in July 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 thirty (30) days notices 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.

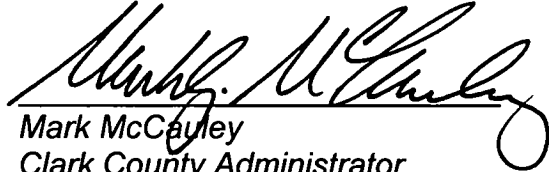
8. *Governing Law.* *This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.*

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
Clark County Administrator

APPROVED AS TO FORM ONLY


Tony Golik,
Clark County Prosecuting Attorney



Sean Guad
City of Washougal

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 Washougal jurisdiction are provided with CJC's forensic interview services