

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Children's Justice Center (CJC)

**DATE:** February 9, 2016

**REQUESTED ACTION:**

That Clark County Manager authorize a Professional Service Contract between the City of Battle Ground and the Children's Justice Center (CJC) for civilian forensic interviewing and center services when there is a suspicion of a child abuse crime committed within the Battle Ground City jurisdiction.

Consent     Hearing     County Manager

**BACKGROUND**

The City of Battle Ground is not included in the CJC Interlocal Agreement and performs their own law enforcement investigations without the utilization of a child-focused center support, video recording or a civilian forensic interviewer. This fee-for-service agreement is necessary to promote a more uniform and comprehensive response at the onset of a child abuse crime case for all children in Clark County, including those crimes committed in the City of Battle Ground jurisdiction.

**COUNCIL POLICY IMPLICATIONS**

No Council policy implications included.

**ADMINISTRATIVE POLICY IMPLICATIONS**

No administrative policy implications included.

**COMMUNITY OUTREACH**

A long-term effort by the CJC Board of Directors to engage law enforcement city jurisdictions outside of the city of Vancouver resulted in this negotiated fee-for-service agreement to promote a more uniform response for all child victims of crime in Clark County. 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 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**

The fee within this contract agreement will be paid to CJC by the City of Battle Ground, so this is a revenue source.

Local Fund Dollar Amount	N/A
Grant Fund Dollar Amount	N/A
Account	1018
Company Name	City of Battle Ground

**DISTRIBUTION:**

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

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**Mary Blanchette, CJC Executive Director**

DATE: 3/21/16

APPROVED: \_\_\_\_\_  
CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

APPROVED:   
Mark McCauley, County Manager

DATE: 4/5/16



## Professional Services Contract

THIS AGREEMENT, entered this \_\_\_\_\_ day of \_\_\_\_\_ 2016, 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 "Contractor."

### 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 Contractor's law enforcement jurisdiction, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services County shall respond as available per request from Contractor 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 Contractor. The contact administrator is Chief Bob Richardson.

2. Time. The contract shall span over a twenty-three-month period effective beginning in February 2016 and ending on December 31, 2017.

3. Compensation. Contractor agrees to pay County an hourly fee of \$75.00 per hour for forensic interview services in accordance with Exhibit A.

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

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

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

*4. Termination. The Contractor or County may terminate this contract for any reason upon (30) days written notice to the County. The County or the Contractor may terminate this contract immediately upon any breach in the duties set forth herein. A waiver by the County or Contractor of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Contractor 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 Contractor agrees to assume the risk of any injury or damage to Contractor'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 Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, 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, Contractor 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 Contractor have executed this agreement on the date first above written.

*Mark*   
\_\_\_\_\_  
Mike McCauley  
County Manager

APPROVED AS TO FORM ONLY

  
\_\_\_\_\_  
Anthony Golik,  
Clark County Prosecuting Attorney  
Director

  
\_\_\_\_\_  
ROBERT RICHARDS, *Interim*  
~~John Williams, City Manager~~ *City Manger*  
City of Battle Ground

## EXHIBIT A

### **Scope of Work**

#### PURPOSE

Contractor 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 Contractor's personnel off-site when Contractor 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