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CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Prosecuting Attorney's Office

DATE: July 22, 2013

REQUEST: That the Clark County Board of Commissioners sign the Interlocal Agreement Concerning the Elder Justice Center

CHECK ONE: X Consent CAO

BACKGROUND

Elder abuse and neglect is a significant public health and criminal justice issue facing both our local community and the nation as a whole. Recent research suggests that each year nationally at least five percent, or approximately five million, older adults are subjected to abuse, neglect or exploitation. Additional research indicates that only one in twenty-five such cases is reported to social service agencies. Further, demographic trends indicate that the number of elder abuse and neglect cases will increase in the future as our population ages. According to the Washington State Office of Financial Management, the number of Clark County residents 60 and older is estimated to have a projected growth rate of 158 percent from 2005 to 2030. By 2030, one in four Clark County residents will be 60 or older.

In late 2004 a group of local attorneys, law enforcement officers, deputy prosecuting attorneys and other interested members of the community met for the first time to discuss how to improve our community's response to the abuse and neglect of elderly and otherwise vulnerable adults. As time went by this group continued to meet, expanded in size, and later became the Clark County Vulnerable Adult Task Force (VATF). In its quest to improve our community's response to the abuse of vulnerable adults the VATF networked with peer organizations and individuals in other cities and states to identify programs that were successfully addressing the abuse and neglect of vulnerable adults. In doing so, the VATF found that a multidisciplinary approach bringing together Adult Protective Services social workers, law enforcement officers, victim advocates, and prosecutors in a single unit yielded significantly better investigation and prosecution results than the more traditional separate-agency model. Using this information, the VATF began to work with state and local agencies to develop a multidisciplinary organization that could effectively investigate allegations of the abuse of vulnerable adults and, in appropriate cases, prepare such cases for successful criminal prosecution. The organization that was formed as a result of that work is the Clark County Elder Justice Center (EJC).

The EJC began operating out of the Clark County Prosecuting Attorney's Office main building located at 1013 Franklin Street in Vancouver on September 1, 2011. The EJC consists of a number of Adult Protective Services social workers and their supervisor, detectives from the two major law enforcement agencies in Clark County, a victim advocate provided by the Prosecuting Attorney's Office, a deputy prosecuting attorney who prosecutes the criminal cases developed by the Center, and a chief deputy prosecuting attorney who acts as the program director. Policy direction and priorities for the EJC are established by its Executive Board. The voting members of the Board are a Clark County Commissioner, a Vancouver City Council member, the Clark County Prosecuting Attorney, the Clark County Sheriff, the Chief of the Vancouver Police Department, and a representative of the Washington State Department of Social and Health Services, Home and Community Services – Adult Protective Services. The board is guided in its duties by an Interlocal Agreement.

COMMUNITY OUTREACH

As was noted above, the EJC was created in large part through the efforts of the Clark County VATF. The VATF is no longer functioning as an organization but its former members have formed two new groups; the Southwest Washington Elder Abuse Prevention Coalition (SWEAP) and the Friends of the Elder Justice Center. The EJC communicates regularly with both groups and cooperates on issues of mutual interest.

BUDGET AND POLICY IMPLICATIONS

The county offices participating in the EJC have contributed existing resources to allow the Center to operate. There will be no additional financial impact as a result of the signing of the EJC Interlocal Agreement.

FISCAL IMPACTS

Yes (see attached form)

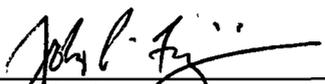
No

ACTION REQUESTED

That the Board of Commissioners sign the Interlocal Agreement Concerning the Elder Justice Center.

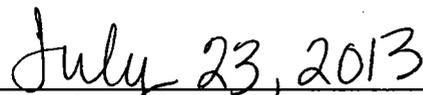
DISTRIBUTION

Anthony Golik, Prosecuting Attorney
Garry Lucas, Clark County Sheriff



John Fairgrieve
Chief Deputy Prosecuting
Attorney

Approved:



Steve Stuart, Chair
CLARK COUNTY
BOARD OF COMMISSIONERS

SR 140-13

**INTERLOCAL AGREEMENT CONCERNING
THE ELDER JUSTICE CENTER**

CD 13-32

THIS INTERLOCAL AGREEMENT is entered into by and among Clark County, the Clark County Sheriff, the Clark County Prosecuting Attorney, the City of Vancouver, by and through the Vancouver Police Department, and the State of Washington, through its Department of Social and Health Services, Home and Community Services - Adult Protective Services in order to support the Elder Justice Center (hereinafter "EJC"). Therefore, for and in consideration of the following covenants, the parties agree as follows:

I. Authority. This is an Agreement entered into pursuant to Chapter 39.34, RCW. Its duration is as specified in Section II, its purpose is as set forth in Section III, and its manner of financing is set forth in Section V. The parties do not propose to acquire property that will need to be disposed of upon partial or complete termination of this Agreement.

II. Effective Date and Duration. This Agreement shall be effective from the date of execution by at least two parties and shall renew automatically on the 1st day of each following January thereafter.

III. Purpose and Function. The purpose of this Agreement is to provide for the creation and preservation of the EJC. The EJC is to be supported by the shared resources of the participating agencies in accordance with the following provisions.

IV. Organization. No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization or functions of the parties, except as provided below:

- A. **Executive Board.** The EJC shall be administered by an executive board consisting of voting and non-voting members. The following individuals or their designee shall be voting members of the board:

- 1) A Clark County Commissioner appointed by the Board of Commissioners for Clark County;
 - 2) A City Council member appointed by the Vancouver City Council;
 - 3) The Clark County Prosecuting Attorney;
 - 4) The Clark County Sheriff;
 - 5) The Chief of the Vancouver Police Department; and
 - 6) A representative of the Washington State Department of Social and Health Services, Home and Community Services - Adult Protective Services.
- B. Voting. A quorum shall exist when fifty percent, plus one, of the voting members of the board is present. A simple majority vote of the voting board members present shall be required to take any action on any motion.
- C. The following individuals or their designee shall be non-voting members of the board:
- 1) A representative of PeaceHealth Southwest Medical Center, Vancouver, Washington;
 - 2) A representative of the Southwest Washington Agency on Aging and Disabilities; and
 - 3) Three members of the community appointed to three-year staggered terms by the other members of the board.
- D. Responsibilities. The executive board shall have responsibility for:
- 1) Approving policies and priorities for the operation of the center consistent with the provisions of this Interlocal Agreement. A majority vote of the voting board members shall be required to establish policies and priorities.
 - 2) Providing strategic planning, guidance and oversight to the EJC.
- E. Personnel and other resources.

- 1) The parties agree to contribute the following resources to the operation of the EJC, consistent with the availability of such resources to the parties:
 - a) Clark County Prosecuting Attorney's Office:
 - i) Office space to house EJC personnel at no cost to the other parties;
 - ii) One full or part time deputy prosecuting attorney, depending on EJC caseload, to handle EJC cases;
 - iii) One part time EJC program coordinator; and
 - iv) One part time victim advocate.
 - b) Vancouver Police Department:
 - i) One detective, full or part time, as the resources of the department allow.
 - c) Clark County Sheriff's Office:
 - i) One detective, full or part time, as the resources of the office allow.
 - d) Adult Protective Services:
 - i) Two APS social workers and one part-time APS supervisor.
- 2) The parties agree that each party shall provide its own employees with the computer hardware, software and basic office supplies needed to conduct their work.
- 3) This Agreement does not change the employment relationship of any employees with their respective agencies. Each employer maintains full control, responsibility and liability over each of its employees, who shall be subject to the internal policies and procedures of their own departments with respect to personnel administration, payroll reporting, overtime eligibility, off-duty conduct, discipline, internal affairs reporting, mandatory training and other like administrative matters not directly related to EJC operations

V. Budget and Finance. The EJC board shall adopt an annual budget at such future point as funding for the EJC becomes available. Decisions to expend EJC funds shall be made by a majority vote of the voting members of the board.

VI. Choice of Law. The parties agree that, in connection with their activities under this Interlocal Agreement, they shall comply with all applicable federal, state and local laws or regulations and, further, that this Interlocal Agreement shall be construed according to the laws of the State of Washington.

VII. Document Execution and Filing. The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of respective parties. Upon execution, the executed signature pages shall be returned to Clark County Prosecutor's Office who shall cause an executed original of this Agreement to be filed with the Clark County Auditor, retain one original for its records, and distribute duplicate conformed originals to the parties.

VIII. Liability and Indemnification. Each of the participating agencies that are a party to this Agreement agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other agencies harmless from any such liability.

IX. Termination.

A. Any participating jurisdiction may withdraw from this Agreement upon providing not less than 90 days written notice to the other parties; or

B. This Agreement may be terminated upon either the withdrawal of all the participating jurisdictions or upon their unanimous agreement for termination.

X. **Amendment.** This Agreement may be changed, modified or amended by the mutual written agreement of the parties, signed by the duly authorized representative of each.

EXECUTED on the day and year first written below.

CLARK COUNTY
PROSECUTING ATTORNEY



Anthony F. Golik

Date: 7-19-2013

CLARK COUNTY SHERIFF

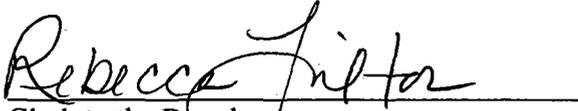


Garry E. Lucas

Date: 07/18/2013

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, WASHINGTON

Attest:


Clerk to the Board

Steve Stuart, Chair

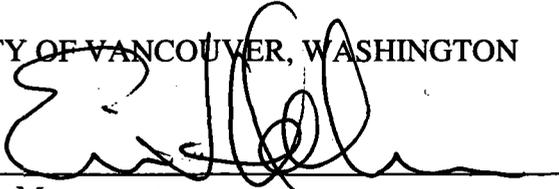

Tom Mielke, Commissioner
David Madore, Commissioner

Address for Notice:

Garry E. Lucas, Sheriff
Clark County Sheriff's Office
PO Box 410
Vancouver WA 98666



CITY OF VANCOUVER, WASHINGTON


City Manager

Date:

Nov 20, 12

Approved as to form:


Clerk

Carrie Lewellen, Deputy City Clerk


City Attorney

Address for Notice:

Chris Sutter ~~Interim~~ Police Chief
Vancouver Police Department
City of Vancouver
PO Box 1995
Vancouver WA 98668

EXECUTED on the day and year first written below.

STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES,
HOME AND COMMUNITY SERVICES - ADULT PROTECTIVE SERVICES,
VANCOUVER, WASHINGTON



Name: BRAD MCFADDEN
Title: FIELD SERVICES ADMIN (R3 DSHS HCS)
Date: 3-1-13

Clerk

Address for Notice:

Washington Dept. of Social
& Health Services
1220 Main St
Vancouver WA 98669

ELDER JUSTICE CENTER

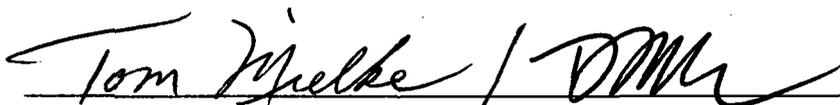
Clark County EJC Multidisciplinary Team Memorandum of Understanding

The Elder Justice Center Multidisciplinary Team is an interdisciplinary approach to effectively preventing, investigating and prosecuting the abuse and neglect of the elderly and vulnerable adults while reducing trauma to the victims and their families.

I, the undersigned agency representative or community representative, agree to commit to and actively participate in the effort of the Elder Justice Center's Multidisciplinary Team toward achieving its mission and goals.

I, agree that the activities of this comprehensive, coordinated and collaborative system for dealing with elder abuse and neglect and the abuse of vulnerable adults in our county will result in more effective investigation, intervention and prosecution of the perpetrators of the abuse of elders and vulnerable adults. I hereby agree to contribute such time, experience and services as are feasible, to help forward EJC's multidisciplinary objectives and to work in cooperation with the other members of the team on behalf of the victims for whom the team advocates.

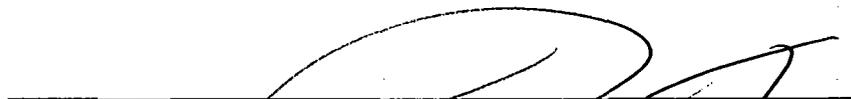
I understand that all information shared by members of the team concerning victims, their families, and other recipients of the team's services shall be considered confidential and I agree to exercise diligence in maintaining and disseminating this information to ensure its security and confidentiality.


Signature Clark County Commissioner

7/23/13
Date


Signature Vancouver City Council Member

10/5/2012
Date


Signature Clark County Prosecuting Attorney

9-27-12
Date


Signature Clark County Sheriff

10/5/2012
Date

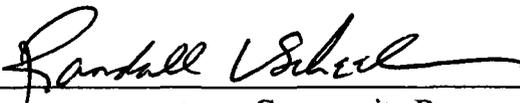

Signature Chief of the Vancouver Police Department

12/4/12
Date

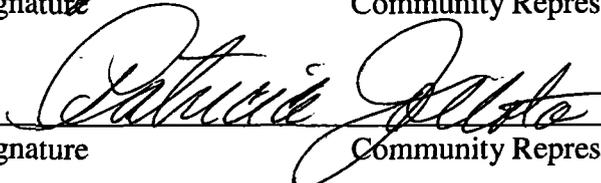

Signature Representative, Washington DSHS, HCS - APS 11-15-2012
Date


Signature Representative, PeaceHealth Southwest Medical Center 7-18-13
Date


Signature Representative, Southwest Washington Agency on Aging and Disabilities 10/3/12
Date


Signature Community Representative 10/1/12
Date


Signature JAMES D. SENESON Community Representative 10/11/12
Date


Signature Community Representative 11/15/12
Date