

CLARK COUNTY  
STAFF REPORT

*John*  
*1/10*

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

DATE: July 1, 2013



REQUEST:

That Board of Commissioners authorizes a Memorandum of Understanding (MOU) between the City of La Center Police Department and the Children's Justice Center (CJC) for full investigation of suspected child abuse crimes occurring within the La Center jurisdiction and referred to CJC for investigation.

CHECK ONE:                      X   Consent                           CAO

**BACKGROUND**

The City of La Center is not included in the CJC Interlocal Agreement and this Memorandum of Understanding (MOU) is needed to outline the roles, responsibilities and annual fee for investigation services provided by the CJC multidisciplinary response team referred to CJC by the La Center Police Department for investigation purposes. In city police jurisdictions outside of the City of Vancouver there are fewer investigations of child abuse crimes due to the smaller population that reside in those jurisdiction. Therefore, specialized training, experience and the ability to coordinate in a cross-agency multidisciplinary manner like CJC, which is critical in effective child abuse crime response, is not feasible. To provide child victims of crime within the City of La Center with the same quality of response as other areas of Clark County, La Center Police Department has referred child abuse case investigations to CJC for years. This MOU provides the necessary distinction to make this important working partnership possible. The number of cases investigated for La Center has been minimal and approximately two to three annually.

**COMMUNITY OUTREACH**

A long-term effort by the CJC Board has been to increase access to CJC multidisciplinary response for child victims of crimes in city jurisdictions outside the City of Vancouver toward the goal of providing every child victim in Clark County with the same level of uniform and comprehensive response. This MOU reflects that effort to increase coordination and collaboration toward this common goal.

**BUDGET AND POLICY IMPLICATIONS**

The roles, responsibilities and annual fee for providing investigative services for child victims of crime residing in the City of La Center police jurisdiction. Funding generated by this agreement will be applied to the CJC operating costs to offset the costs of this workload.

**FISCAL IMPACTS**

Yes (see attached form)                     No

**ACTION REQUESTED**

That Board of Commissioners authorizes this MOU between the City of La Center Police Department and the Children's Justice Center to provide adequate criminal investigation services for child victims within the City of La Center jurisdiction.

*Mary Blanchette*  
Name: Mary Blanchette  
Title: Executive Director

Approved: *Bill Bann*  
CLARK COUNTY  
BOARD OF COMMISSIONERS

**FISCAL IMPACT ATTACHMENT**

*APPROVED. Sept. 10, 2013*  
*SR 180-13*

**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 an MOU to clearly outline roles and responsibilities when cases are referred to CJC from La Center Police Department. An annual fee is assigned within this MOU to cover the costs of the additional workload. The agreements in this MOU are from July 1, 2013 through June 30, 2016.

**Part II: Estimated Revenues**

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Estimated fees paid by City of La Center	\$5,494	\$5,494				
<b>Total</b>	\$5,494	\$5,494				

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

Revenue will be generated from fees paid by the City of Camas 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	\$5,494	\$5,494				
<b>Total</b>	0.00	\$5,494	\$5,494				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	\$5,494	\$5,494				
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	\$5,494	\$5,494				

# MEMORANDUM OF AGREEMENT

Between Clark County and the City of La Center Police Department

*THIS AGREEMENT, entered this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and the City of La Center by and through the City of La Center Police Department after this called "Contractor."*

*WHEREAS, upon request from Contractor, County will provide child sexual and physical abuse investigation services for suspected child abuse in Contractor's jurisdiction in accordance with the guidelines established through the Arthur D. Curtis Children's Justice Center (CJC), AND*

*WHEREAS, when Contractor requests CJC to investigate a child abuse case in coordination with CJC, the decision regarding whether or not an investigation is needed and the course of the investigation is determined by CJC in accordance with the facts presented and available to CJC at the time of the report from Contractor, NOW,*

THEREFORE,

*THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:*

*1. County Responsibility.*

- a) County is responsible for performing child abuse investigation services in accordance with CJC guidelines for suspected child abuse cases that arise to the level of a possible felony incident when Contractor requests such services.*
- b) CJC shall be responsible for making the determinations regarding an investigation once it has been referred to CJC by Contractor.*

*2. Contractor Responsibility*

- a) Contractor will refer all reports of child abuse for assistance by CJC in a timely manner and communicate all available facts known at the time of the report of suspected child abuse.*

b) Contractor shall coordinate with CJC as needed during the investigation

3. Compensation.

Contractor shall make a payment of \$5,494 annually by January 31<sup>st</sup> of each year to CJC for child abuse investigation services provided from January 1, 2013 through June 30, 2016.

4. Termination.

This agreement shall commence on the date that it is signed by both County and Contractor. Either party may terminate this agreement by submitting written notice thirty (30) days prior to termination.

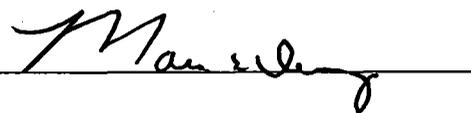
5. Hold Harmless.

The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this agreement.

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

APPROVED AS TO FORM ONLY

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

  
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City of La Center/La Center Police Dept.  
  
\_\_\_\_\_  
County Administrator