

## CHILD ABUSE INVESTIGATION AGREEMENT

**THIS AGREEMENT** is entered into by and between BENTON COUNTY and the following:

CITY OF PASCO  
CITY OF KENNEWICK  
CITY OF RICHLAND  
CITY OF WEST RICHLAND  
CITY OF PROSSER  
CITY OF CONNELL  
FRANKLIN COUNTY

(collectively referred to as "Participating Agencies").

### SECTION 1 - PURPOSE

Benton County shall hire one or more child interviewers ("child interviewer") qualified and trained to provide objective, forensic interviews of children to determine if abuse occurred and the details of any abuse. The interviews by the child interviewer will be used in investigations and prosecution. The Participating Agencies, desiring the services of the child interviewer for their own investigations and prosecution, have agreed to pay for a portion of the salary and associated costs of the child interviewer. Thus, it is the purpose of this Agreement, in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34), to provide for a joint use of the child interviewer's services.

No separate legal entity is intended to be created by this Agreement, and for the purposes of RCW 39.34.030, no property, real or personal, is intended to be acquired, held or disposed of incident to this Agreement, and no operating fund is anticipated to be created. Nothing in this Agreement shall be construed to relieve any public agency of any obligation or responsibility imposed on it by law.

### SECTION 2 - AVAILABILITY

The child interviewer shall be available for interviews during normal business hours and also available on an "on call" basis.

### SECTION 3 - ADMINISTRATION

The child interviewer shall be an employee of Benton County. As an employee, Benton County shall provide direct supervision and shall perform all administrative functions concerning the child interviewer, including, but not limited to, determination of

benefits and related conditions of employment. Benton County shall have authority to terminate the child interviewer pursuant to the law and rules that apply to Benton County.

#### SECTION 4 - CHILD INTERVIEWER PROCEDURES

4.1 Child interviewer shall provide documentation of the interview to the Participating Agency requesting the interview and shall testify at any criminal trial when requested by the Participating Agency. The child interviewer is considered a criminal justice agency for purposes of RCW 10.97 and shall not disseminate any information about an interview to any non-criminal justice agency without the permission of the appropriate Participating Agency. If the child interviewer is subpoenaed by any non-criminal justice agency, the interviewer shall notify the appropriate Participating Agency.

4.2 The Benton County Prosecuting Attorney's Office shall form an advisory group consisting of representatives of each of the Participating Agencies. The advisory group will review the interview procedures, protocols and communication issues as well as the quality of the interview, documentation and testimony. The advisory group will meet at least quarterly.

#### SECTION 5 - BUDGET REVIEW

5.1 Benton County shall prepare a proposed budget for the following calendar year regarding the child interviewer's salary and associated costs and shall forward it to the Participating Agencies by June 1<sup>st</sup>. Each Participating Agency shall review and comment on the proposed budget in a timely manner so that a final budget can be prepared and forwarded to each Participating Agency by August 1<sup>st</sup>. The budget shall include the allocable expense to each jurisdiction. The proposed budget for calendar year 2012 is attached hereto as Exhibit "A."

5.2 The Participating Agencies shall be responsible for transmitting the jurisdiction allocation to their respective governing bodies in order to serve a commitment for funding of the budget for the following year.

#### SECTION 6 - COMPENSATION

As compensation for the use of the child interviewer's services, each Participating Agency shall pay Benton County a percentage of the actual costs (salary and associated costs) incurred by Benton County. The percentage each Agency is obligated to pay is based on the Jurisdiction Allocation Formula, as set forth below. Allocation is based on a 50/50 split between

prosecution and law enforcement. Allocation between jurisdictions is based on population.

**JURISDICTION ALLOCATION FORMULA FOR CHILD INTERVIEWER**

**ALLOCATION FOR CHILD INTERVIEWER**

	PROSECUTION	LAW ENFORCEMENT	TOTAL
Kennewick	-0-	14.50% (50% of 29)	14.50%
Richland	-0-	9.50% (50% of 19)	9.50%
Benton County	34% (50% of 68)	6.5% (50% of 13)	41%
West Richland	-0-	2.5% (50% of 5)	2.5%
Prosser	-0-	1% (50% of 2)	1%
Pasco	-0-	12% (50% of 24)	12%
Franklin County	16% (50% of 32)	3% (50% of 6)	18.50%
Connell	-0-	1% (50% of 2)	1%
<b>TOTAL</b>	<b>50%</b>	<b>50%</b>	<b>100%</b>

**SECTION 7 - PAYMENT**

Benton County shall determine the actual costs incurred on a quarterly basis and shall calculate the amount each Participating Agency owes using the Jurisdiction Allocation Formula. Benton County shall then submit a quarterly voucher to each Participating Agency on or before the 15<sup>th</sup> day of each month following the quarter. Each Participating Agency shall pay Benton County the compensation set forth in Section 6 herein within thirty days from receipt of such voucher. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should it become necessary, all collection costs shall be paid by the defaulting party.

**SECTION 8 - WITHDRAWAL**

8.1 Any party to this Agreement may withdraw by serving a notice of withdrawal upon all other parties to the Agreement. This notice shall be given by August 30<sup>th</sup> of any year to be effective December 31<sup>st</sup> of that same year.

8.2 In the event a party withdraws from this Agreement, the Jurisdiction Allocation Formula set forth in Section 6, may be amended pursuant to Section 12.

## SECTION 9 - DURATION OF AGREEMENT

9.1 This Agreement shall be effective April 1, 2012. This Agreement shall have a duration of five (5) years, and shall be renewed annually thereafter by a majority vote of the parties.

9.2 The parties may agree by unanimous consent to terminate this Agreement and said termination would be effective December 31<sup>st</sup> of that same year.

## SECTION 10 - LIABILITY

10.1 Each party to this Agreement is responsible for the conduct and action of its officers, agents and employees and shall hold harmless, indemnify and defend all other parties to this Agreement from and against any and all claims, loss and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of its officers, agents and employees in the performance of this Agreement and child abuse investigation and prosecution.

10.2 With respect to the performance of this Agreement and child abuse investigation and prosecution, as to any claims against any party to this agreement or their officers, agents, and employees, each Participating Agency expressly waives its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify defend and hold harmless provided for in this section extends to any claim brought by or on behalf of any employee of the respective Participating Agency. This waiver is mutually negotiated by the parties.

## SECTION 11 - PROHIBITION AGAINST ASSIGNMENT

No party to this Agreement may assign any right, claim or interest it may have under this Agreement.

## SECTION 12 - AMENDMENT

This Agreement may be amended from time to time as deemed appropriate by the parties, provided, that such amendment shall become effective only after it has been adopted in writing by each of the parties.

## SECTION 13 - SEVERABILITY

Should any portion of this Agreement be deemed by a court of law of the state legislature to be illegal or unenforceable, to the

extent practicable, every other portion, which is not illegal or unenforceable, shall remain in effect.

**SECTION 14 - COUNTERPART COPIES**

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

**SECTION 15 - AGREEMENT COMPLETE**

The foregoing constitutes the full and complete Agreement of the parties. All oral understandings and agreements are set forth in writing herein.

DATED this 28 day of March 2012.

**BENTON COUNTY, WASHINGTON**

**FRANKLIN COUNTY, WASHINGTON**



JIM BEAVER, Chairman



3-28-2012

BRAD PECK, Chairman

ATTEST:

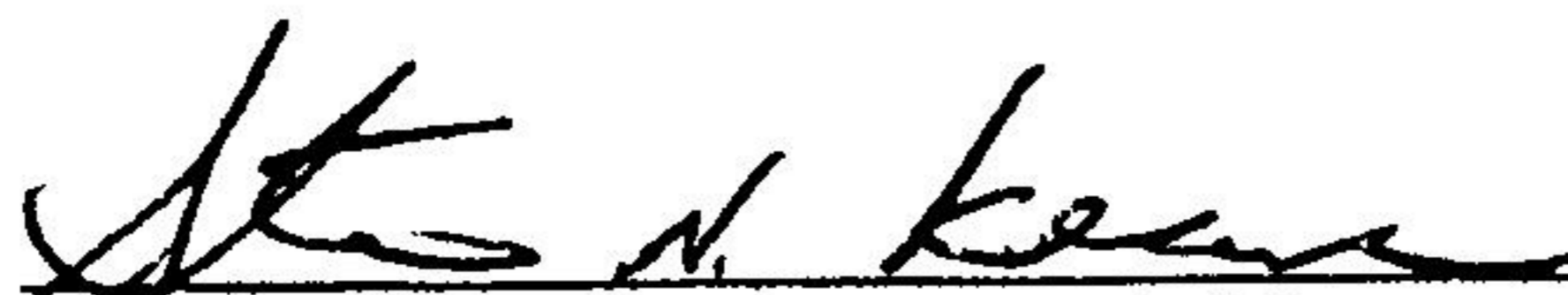
ATTEST:



CAMI MCKENZIE  
Clerk of the Benton County  
Board of County Commissioners



MARY WITHERS  
Clerk of the Franklin County  
Board of County Commissioners



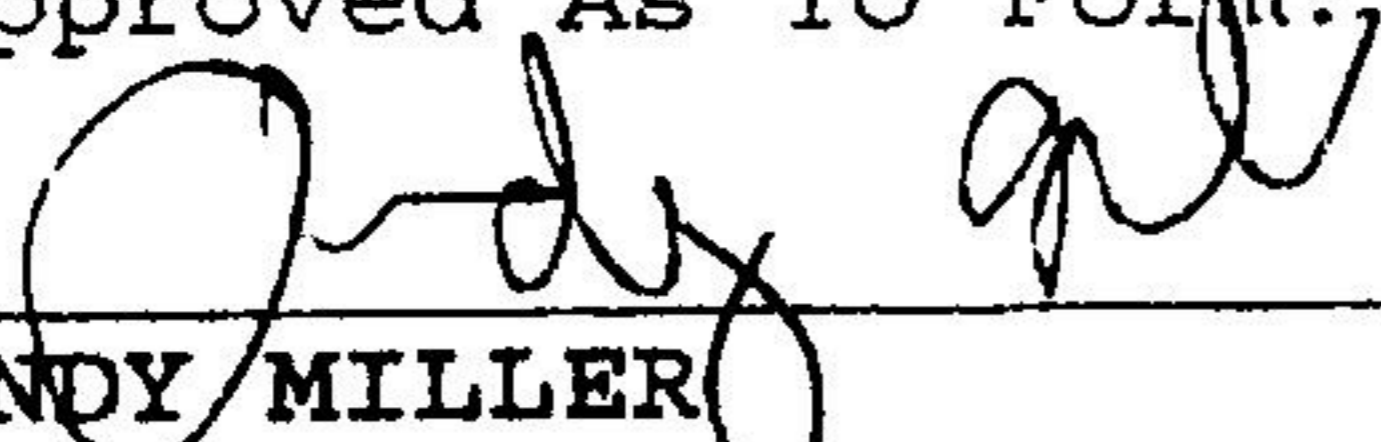
STEVE KEANE, Sheriff



RICHARD LATHIM, Sheriff

Approved As To Form:

Approved As To Form:



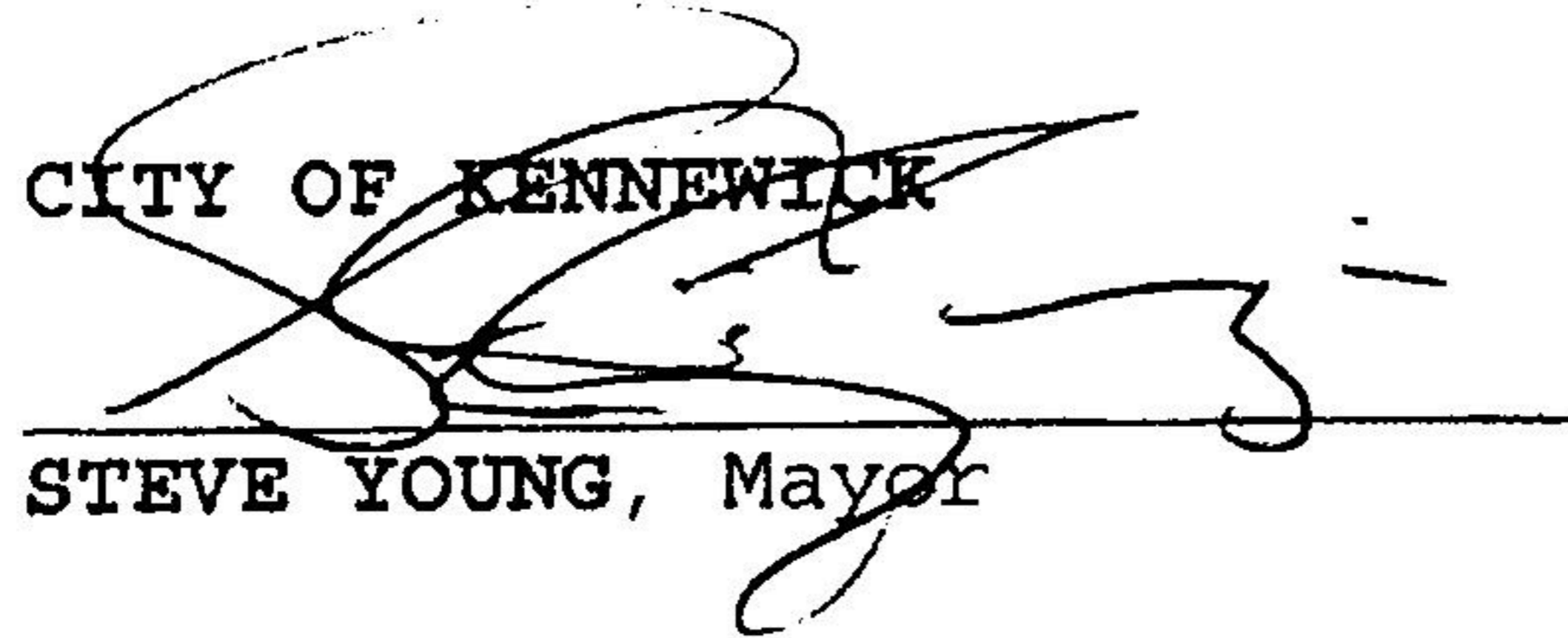
ANDY MILLER  
Benton County Prosecuting  
Attorney



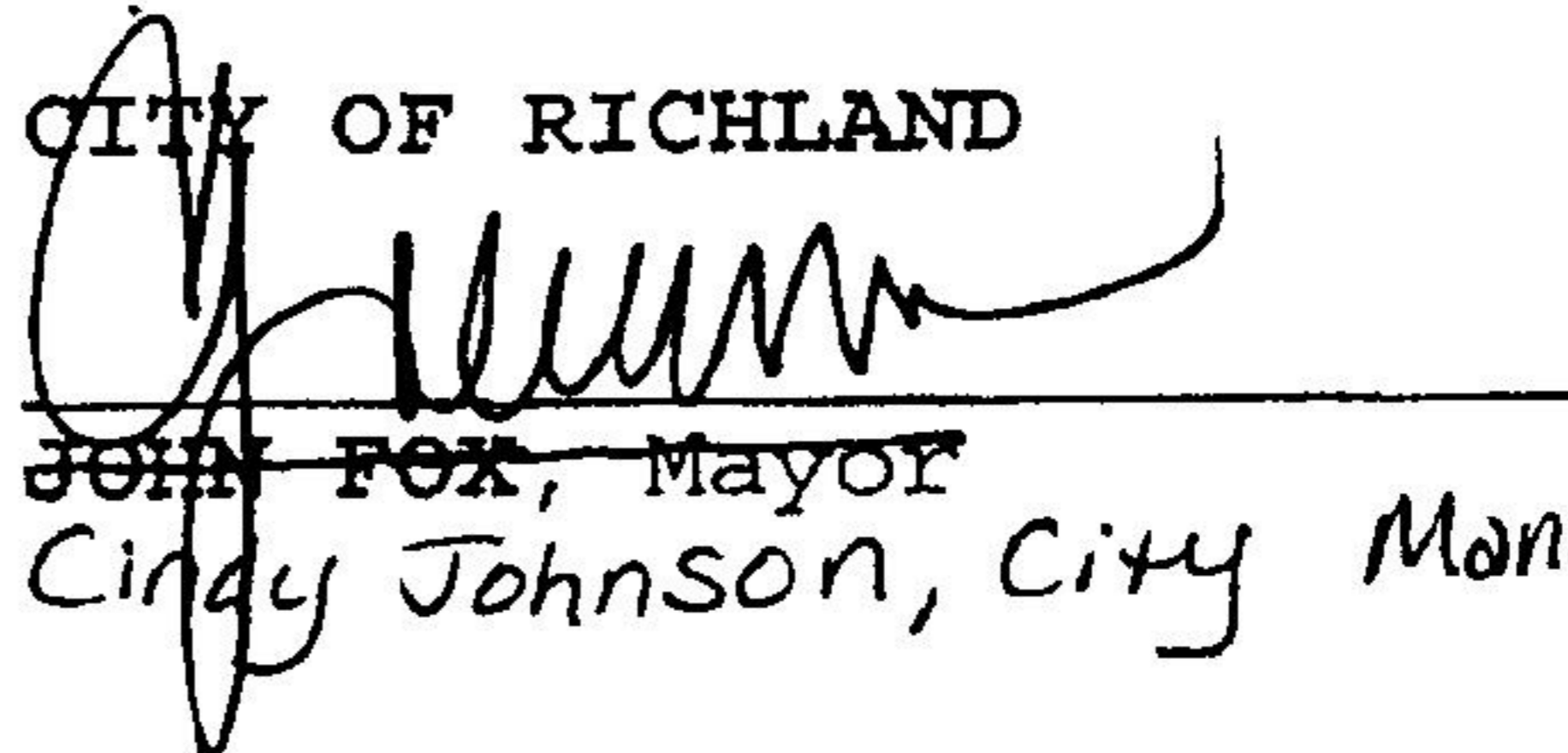
SHAWN P. SANT  
Franklin County Prosecuting  
Attorney

**CITY OF KENNEWICK**

**CITY OF RICHLAND**



STEVE YOUNG, Mayor

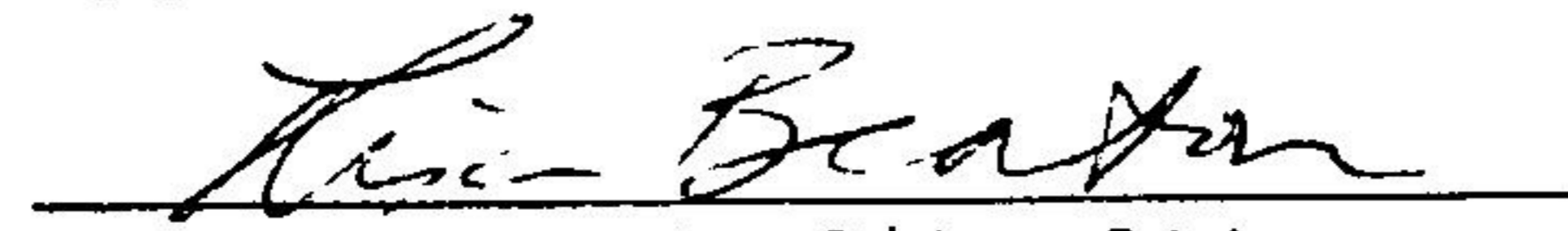


JOHN FOX, Mayor  
Cindy Johnson, City Manager


  
KEN HOHENBERG, Police Chief

  
CHRIS SKINNER, Police Chief


Approved As To Form:

  
LISA BEATON, City Attorney

Approved As To Form:

  
TOM LAMPSON, City Attorney

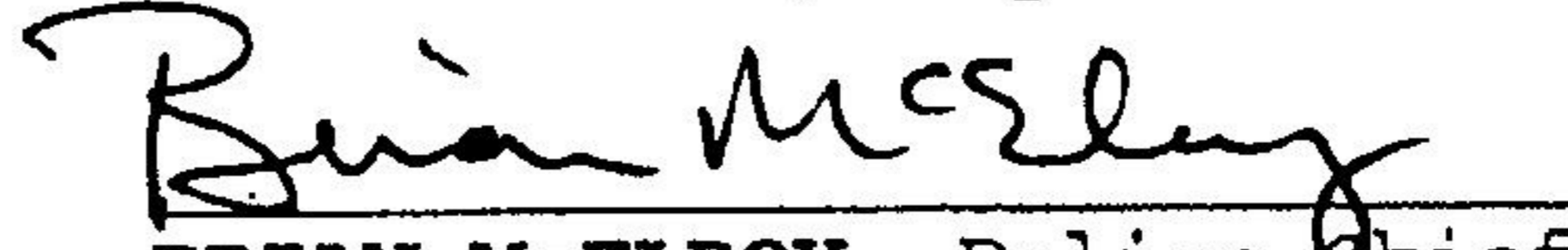
CITY OF PASCO

  
MATT WATKINS, Mayor

  
ROBERT METZGER, Police Chief

CITY OF WEST RICHLAND

  
DONNA NOSKI, Mayor

  
BRIAN McELROY, Police Chief

Approved As To Form:


  
LEE KERR, City Attorney

Approved As To Form:

  
BRONSON BROWN, City Attorney

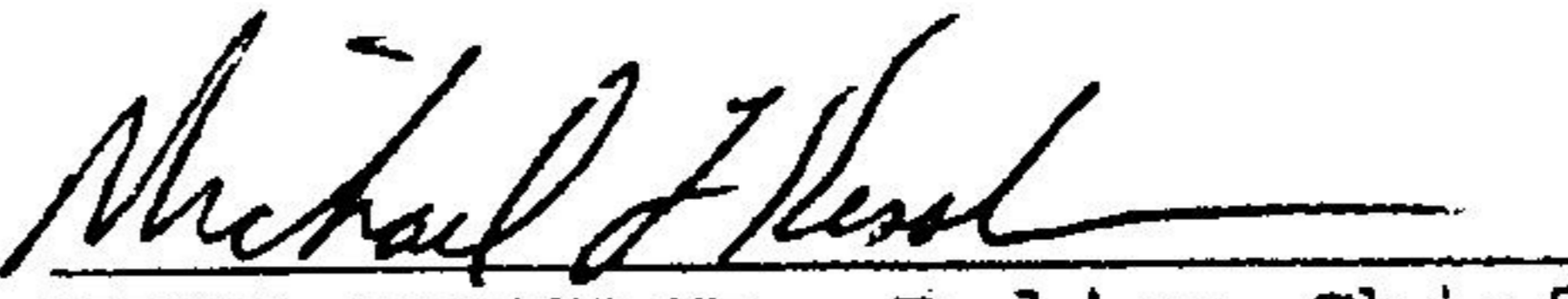
CITY OF PROSSER

  
PAUL WARDEN, Mayor

  
PAT McCULLOUGH, Police Chief

CITY OF CONNELL

  
GARY WALTON, Mayor

  
MIKE KESSLER, Police Chief

Approved As To Form:

  
HOWARD SAXTON, City Attorney

Approved As To Form:

  
DAN HULTGREN, City Attorney

ATTACHMENT A

PROPOSED BUDGET - CALENDAR YEAR

Office Rent . . . . .	\$12,329
Child Interviewer . . . . .	\$64,080
Medical . . . . .	\$10,608
Social Security . . . . .	\$ 4,902
L&I . . . . .	\$ 71
Retirement . . . . .	\$ 5,215
VEBA Contribution . . . . .	\$ 2,243
Accumulated Leave . . . . .	\$ 1,355
Total . . . . .	\$100,803

PROPOSED ALLOWABLE EXPENSE TO EACH JURISDICTION

Kennewick (14.50%) . . . . .	\$14,616
Richland (9.50%) . . . . .	\$ 9,576
Benton County (41%) . . . . .	\$41,330
West Richland (2.5%) . . . . .	\$ 2,520
Prosser (1%) . . . . .	\$ 1,008
Pasco (12%) . . . . .	\$12,096
Franklin County (18.50%) . . . . .	\$18,649
Connell (1%) . . . . .	\$ 1,008

RESOLUTION NO. 15-12

A RESOLUTION of the City of Richland approving the Multi-Agency Interlocal Agreement for Child Abuse Investigation Services.

WHEREAS, the Interlocal Cooperation Act, RCW 39.34, authorizes and allows municipal corporations to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage through the execution of an Interlocal cooperative agreement; and

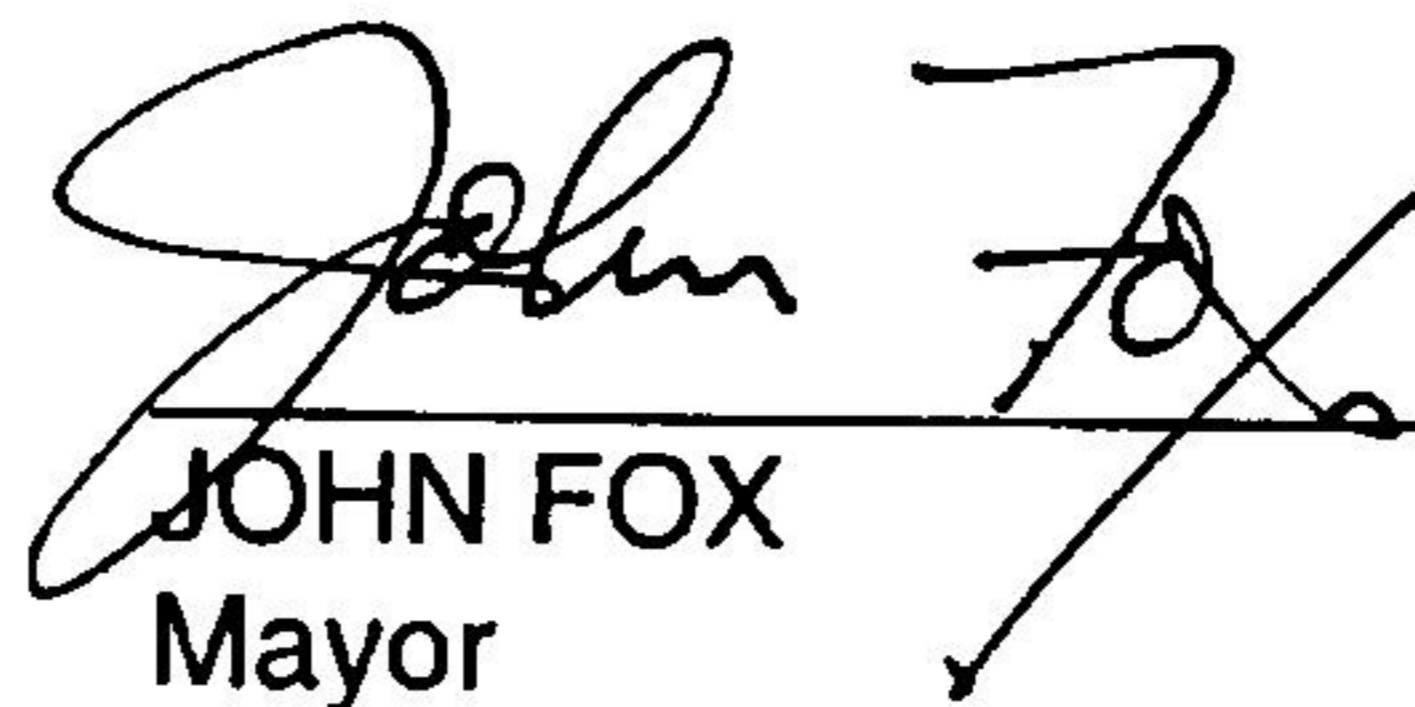
WHEREAS, an agreement for child abuse investigation services with Benton County was originally entered into on August 14, 2000 between the cities of Richland, Kennewick, Pasco, West Richland, Prosser, Connell and Franklin County; and

WHEREAS, this agreement provides access for the various local agencies to the services of qualified child interviewers in the investigation and prosecution of child abuse cases through a defined payment mechanism.


NOW, THEREFORE, BE IT RESOLVED that City Council of the City of Richland does hereby approve the multi-agency agreement for child abuse investigation services and authorizes the City Manager to execute the Interlocal.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

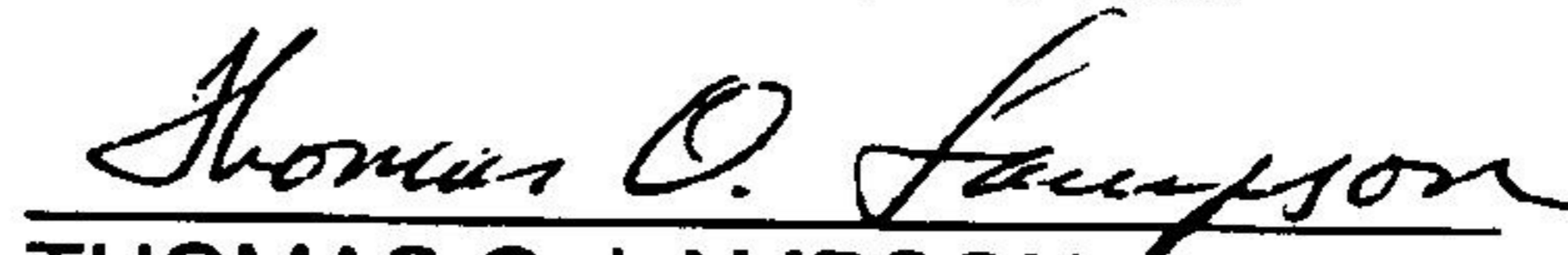
ADOPTED by the City Council of the City of Richland at a regular meeting on the 7<sup>th</sup> day of February, 2012.

  
\_\_\_\_\_  
JOHN FOX  
Mayor

ATTEST:

  
\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
THOMAS O. LAMPSON  
City Attorney