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WHEREAS, The Pierce County Council finds that the proposed Family Justice Center will substantially enhance the County's existing efforts to prevent domestic violence by consolidating and coordinating the police and prosecutorial functions of the City and County in a single location together with community based victim's services organizations; and

WHEREAS, The location of the Family Justice Center at 717 Tacoma Avenue will provide a secure facility away from the courthouse where potential encounters with abusers may intimidate victims and cause them to be reluctant to avail themselves of services located at the courthouse; and

WHEREAS, Collection in a single facility of the various community and government services makes service delivery more certain and more effective as the various service delivery agencies can coordinate their efforts based on the needs of individual victims, and victims will not have to arrange transportation from place to place around the County in order to receive necessary services; NOW, THEREFORE,

BE IT RESOLVED by the Council of Pierce County:

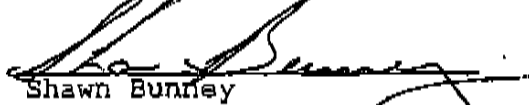
1 Section 1. The Pierce County Council hereby approves the
 2 Interlocal Agreement providing for creation and operation of a
 3 combined City of Tacoma-Pierce County Domestic Violence Treatment
 4 and Prevention Center contained in Exhibit "A", and authorizes the
 5 Executive to execute the agreement on behalf of the County.

6
 7 ADOPTED this 19 day of April, 2005.

8
 9 ATTEST:

PIERCE COUNTY COUNCIL
 PIERCE COUNTY, Washington

10 
 11 Denise D. Johnson
 12 Clerk of the Council


 Shawn Bunnley
 Council Chair

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1 EXHIBIT "A" TO RESOLUTION NO. R2005-53

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3 **AGREEMENT PROVIDING FOR CREATION AND OPERATION**
4 **OF A COMBINED CITY OF TACOMA-PIERCE COUNTY**
5 **DOMESTIC VIOLENCE TREATMENT AND PREVENTION CENTER**
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7 THIS AGREEMENT is made and entered into this 11th day of May, 2005, by and
8 between the CITY OF TACOMA, hereinafter referred to as the "City," and the COUNTY OF
9 PIERCE, hereinafter referred to as the "County," under and pursuant to the provisions of Chapter
10 39.34 of the Revised Code of Washington.
11

12
13 It is agreed by and between the parties as follows:
14

15 **I. PURPOSE**

16 It is the purpose of this agreement to provide for the creation and operation of a Tacoma-
17 Pierce County Family Justice Center, serving the needs of the citizens of both the City and
18 County. The parties to this agreement intend that the entity created by this agreement shall be a
19 combined facility and that it will carry out the functions set forth herein for the community
20 without regard to the geographical boundaries of the respective parties.
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23 The function of the combined Tacoma-Pierce County Family Justice Center shall be to
24 provide coordinated community response and service delivery to victims of domestic violence
25 and their families. Said services may be performed for such other governmental entities as
26 authorized by appropriate action of the Executive Board.
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 2 The Tacoma-Pierce County Family Justice Center, using a victim-centered approach, will
 3 work collaboratively to achieve the following objectives:

- 4 1. Reduce the number of domestic violence cases that go unreported in Tacoma,
 5 Pierce County, and any other participating jurisdiction.
 6
 7 2. Ensure domestic violence perpetrators are prosecuted.
 8
 9 3. Coordinate and consolidate existing community resources to better serve victims
 10 of domestic violence.
 11
 12 4. Offer appropriate civil legal assistance to victims of domestic violence.

13 **II. TERM**

14 The term of this agreement shall be for an indefinite period of time and shall continue
 15 from year to year unless terminated or Essential Expenditures/Functions are impaired.
 16 Termination by either party shall be preceded by six (6) months written notice to the other party.
 17 In the event of impairment of Essential Expenditures/Functions, the parties agree to provide
 18 enough funding for six (6) months of winding down operations and payment of outstanding
 19 obligations.
 20

21 **III. AMENDMENTS**

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 23 This agreement may be amended at any time by the mutual consent of the parties hereto.
 24 A new governmental partner may be accepted by amendment to this agreement and may acquire
 25 a voting position on the Executive Board upon concurrence of four members of the Board and
 26 approval of the amendment by the governing bodies of existing members. The Board shall
 27

develop criteria for voting members to be approved by the respective legal bodies.

IV. CREATION OF TACOMA-PIERCE COUNTY FAMILY JUSTICE CENTER

The Tacoma-Pierce County Family Justice Center is hereby created pursuant to the provisions of Chapter 39.34, Revised Code of Washington.

V. CREATION AND POWERS OF EXECUTIVE BOARD

There is hereby created an Executive Board which shall be composed of two representatives from the Tacoma City Council, two representatives from the Pierce County Council, and a fifth member who shall be selected by majority vote of the above-stated four members. Said fifth member shall be selected for a three-year term which may be renewable if the Board so determines. If this fifth position is vacated for any reason, the Board shall appoint a successor for the remainder of the term. The chairmanship shall be annually rotated between a representative of the Tacoma City Council and a representative from the Pierce County Council. The chairman for the first term shall be selected by lot.

The Executive Board shall have the following authority and powers:

- A. To make policy recommendations for the operation of the Tacoma-Pierce County Family Justice Center and to serve as liaison between the parties to this agreement, and their respective legislative authorities, on policy and operational matters.

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- B. To appoint, terminate, and provide oversight of a director for the Tacoma-Pierce County Family Justice Center, and to delegate to the Director any of its authority, except adoption of the budget.
- C. To contract with other agencies, municipal corporations, governmental entities, parties hereto, and others.
- D. To establish a budget and expend monies consistent with the policies of the Tacoma-Pierce County Family Justice Center and the requirements of state law for the county, including bidding procedures.
- E. To carry out the purpose, intent, and functions specified in this agreement and authorized by Chapter 39.34 of the Revised Code of Washington, using all necessary authority possessed by the City or County (but limited only as specified in this agreement).
- F. The Board shall have and carry out such other duties as are specifically provided in this agreement.

VI. CREATION AND POWERS OF ADVISORY BOARD

There is hereby created an Advisory Board which shall be composed of nine members, whose composition and appointment shall be as determined by the Executive Board; provided, each member shall be appointed for a two-year term which may be renewed, subject to Board approval.

The Chairman of the Advisory Board shall be by annual election of the Advisory Board.

The Advisory Board shall have the following authority and powers:

- A. To consult with and advise the Director, or his/her designee, on operational issues of the Tacoma-Pierce County Family Justice Center.
- B. To review any documents or required reports, as necessary, to monitor compliance with policy mandates of the Executive Board

VII. FAMILY JUSTICE CENTER ADMINISTRATION FUND

There is hereby created a special fund in the office of the Pierce County Budget and Finance Department, called the Family Justice Center Administration Fund. This fund shall include all monies legally available for the Tacoma-Pierce County Family Justice Center. These monies would include budget allocations from Pierce County, the City of Tacoma, other partners which may be added from time to time by amendment of this Agreement, other funds received from any other governmental agency in the form of contributions, grants, contracts and any other monies from whatever source intended for the administration of this facility. Monies shall be paid out of this fund pursuant to the Pierce County budget and fiscal operation procedures, and in accordance with the BARS procedures (Budgeting Accounting Reporting System) for counties.

VIII. BUDGET PROCEDURE

A. The parties recognize and agree that formation and operation of the Tacoma-Pierce County Family Justice Center will require that costs thereof, to the extent not covered by other funding sources, be shared equally, and that Essential Expenditures/Functions must be fully funded or the facility cannot continue to exist. Essential Expenditures/Functions consist of the lease costs of the facility and the salaries of the Executive officers.

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2 B. On or before the first of June of each year the Director shall submit to the Board a
3 budget which is deemed sufficient to carry out the administrative functions of the Family Justice
4 Center for the next calendar year.

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6 C. The Board shall examine the budget, make whatever changes or adjustments it
7 deems necessary, and shall approve the budget after it is in a form satisfactory to the Board. The
8 approved budget shall include a recommendation as to the appropriate amounts to be contributed
9 by the County and City, as determined by a formula developed by the Board. If the Board fails to
10 adopt a formula for such contributions on or before July 15, the recommended share of each shall
11 represent 50 percent of the costs of the Tacoma-Pierce County Family Justice Center which are
12 not covered by other available funds. The Board shall submit its proposed budget on or before
13 the 15th day of July to the offices of the Pierce County Executive and the Tacoma City Manager.
14 These offices, in turn, will submit their budget recommendations to their respective Councils as
15 part of their budget process.
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19 D. The legislative bodies of both the County and City may subsequently review,
20 modify, or make any adjustments they deem necessary, and shall approve by appropriate
21 legislative action the entire administrative budget for the Tacoma-Pierce County Family Justice
22 Center and the specific allocation from each entity (City and County). PROVIDED that if such
23 adjustments will impair Essential Expenditures/Functions, then the parties shall make up the
24 difference or proceed to the termination process. The budget thus approved shall constitute the
25 appropriation for the Family Justice Center Administration Fund for the ensuing fiscal year. Any
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1 subsequent changes in this approved budget shall be submitted in the same manner as provided
2 above: Board recommendations to the County Executive (and City Manager, if appropriate) and
3 necessary action by the County (and the City, if required) in accordance with its normal budget
4 adjustment process.
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7 IX. FISCAL OPERATIONS

8 The Family Justice Center Administration Fund shall be limited to the total expenditures
9 and disbursements authorized in the budget. Payroll, vouchers and other requests for
10 expenditures shall be prepared by the Director or designee and approved for payment by the
11 fiscal officer of the County. The Director, or his or her designee, shall provide quarterly financial
12 reports to the City's Finance Director.
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15 X. ADMINISTRATION

16 1. The Tacoma-Pierce County Family Justice Center shall be administered by a
17 Director and Assistant Director who shall be hired by the Executive Board, subject to Section V,
18 and who shall serve at the pleasure of the Board. For purposes of personnel administration such
19 as classification, payroll, benefits, retirement, and others as may be necessary and appropriate
20 under the Pierce County Charter, Code, and Administrative Guidelines, the Director and
21 Assistant Director shall be Pierce County employees. The foregoing notwithstanding however,
22 their sole obligation shall be to execute the duties and responsibilities as prescribed by this
23 agreement or delegated by the Board.
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26 2. The Director shall have the power and authority, subject to County Human
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1 Resources procedures and budget limitations, to retain, terminate, appoint and designate such
2 personnel as he/she deems necessary for the proper operation of the Tacoma-Pierce County
3 Family Justice Center, and to organize the Tacoma-Pierce County Family Justice Center in the
4 manner he/she deems best and most efficient. All such employees will be hired as and remain
5 Pierce County employees subject to all personnel policies and incidents of employment of Pierce
6 County's Department of Human Resources, but whose duties will be determined by the Board
7 and the Director.
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10 3. The Director of the Tacoma-Pierce County Family Justice Center has overall
11 responsibility for the program. Specific areas of responsibility include: the implementation of
12 goals and objectives of the Tacoma-Pierce County Family Justice Center, long range planning,
13 and resource development. Work includes developing and implementing policies and
14 procedures; and responsibility for coordinating the work of professional and technical staff
15 engaged in planning, funding, monitoring, and implementing all current and future program
16 areas. The Director shall also act as the liaison between the various department leads on the
17 "government" side and the Tacoma-Pierce County Family Justice Center. The Director will work
18 closely with the law enforcement and prosecution agencies, which will be located in the Center,
19 and other like agencies, which are off-site.
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23 4. The Director shall be responsible for oversight and coordination of unit
24 managers/coordinators in planning, coordination, contracting, fund raising, service delivery, and
25 program monitoring. The Director will coordinate department activities with other County and
26 City Departments, as well as community agencies. The Director will serve as the liaison between
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1 the County Executive and the County Council and the City Manager and the City Council on
2 departmental issues and policy development.

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4 5. The Director will supervise subordinate supervisory staff; prepare or approve
5 work plans, including program development, assignment and assessment of staff.
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8 6. The Director will prepare, review and approve grant applications, plans, policies,
9 proposals, reports and contracts to ensure appropriateness and consistency. The Director will
10 also direct and coordinate the work of managers and supervisors in the preparation,
11 implementation and monitoring of grants and contracts.
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14 7. The Director is responsible for the preparation of the annual budget and
15 expenditures for the Tacoma-Pierce County Family Justice Center.
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17 8. The Director should develop and grow the Tacoma-Pierce County Family Justice
18 Center through: adding and creating programs to improve and expand its services; fund raising;
19 community outreach; recruitment of additional partners and service providers;
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22 The Director has the authority to delegate any and all of the Director's responsibilities
23 and duties to the Assistant Director.
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25 The parties recognize and agree that Pierce County, as of the effective date of this
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agreement, has appointed a Director and Assistant Director to fulfill those functions as set out herein.

XI. PROPERTY

It is agreed that all property acquired after the date of the agreement by the Tacoma-Pierce County Family Justice Center shall be inventoried and accounted for on an annual basis by the Director of the Tacoma-Pierce County Family Justice Center in a manner specified by the Executive Board. Upon termination of this agreement, or in the event the Tacoma-Pierce County Family Justice Center should otherwise cease to exist, any property originally contributed by the parties shall be returned to the party donating the same, and any property subsequently purchased by the Tacoma-Pierce County Family Justice Center shall be divided equally between the parties hereto.

XII. SUPPORT SERVICES

The parties acknowledge that the Tacoma-Pierce County Family Justice Center will require the supporting services of various units of County government such as purchasing, legal, accounting, risk management, personnel and payroll services. The cost of such services shall be billed to the Family Justice Center Administration Fund in the same manner as such services are billed to other County funds.

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 2 **XIII. SERVICE CONTRACTS BETWEEN THE TACOMA-PIERCE COUNTY**
 3 **FAMILY JUSTICE CENTER AND PARTIES**

4 It is recognized that in some instances, one party to this agreement may require or desire
 5 services which are of value and benefit to it and its citizens and which are not desired or required
 6 by the other party hereto. In such event, provision for such services shall be by separate contract
 7 between the party requesting the same and the Tacoma-Pierce County Family Justice Center. In
 8 the event that the furnishing of services requested or desired by one party can be offset or
 9 balanced against the value of other services required or desired by the other party, it may not be
 10 necessary, in those instances, to enter into separate agreements. The determination as to the
 11 value of services shall initially be made by the Executive Board and its recommendations
 12 forwarded in the budget to the legislative bodies of the parties hereto.
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 16 **XIV. CONTRACTS WITH OTHER AGENCIES**

17 The Tacoma-Pierce County Family Justice Center is by this agreement authorized to
 18 provide services for the City and County. The Tacoma-Pierce County Family Justice Center may
 19 also contract with other agencies, entities, individuals, and bodies regarding services.
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 22 **XV. LIABILITY AND WORKER'S COMPENSATION INSURANCE**

23 The Tacoma-Pierce County Family Justice Center shall be insured for liability as follows:
 24 each entity placing employees in the facility will insure its employees for liability and worker's
 25 compensation, the County and the City through their respective self insurance funds, and other
 26 entities shall provide proof of insurance before occupancy. In addition, the County will provide
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1 liability and worker's compensation insurance for the Director and Assistant Director and any
2 other employees appointed as County employees to serve the Center. The County will provide
3 premises liability insurance. Vehicles shall be insured by the vehicle owner.
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5 XVI. EFFECTIVE DATE OF AGREEMENT

6 The effective date of this Agreement establishing the Tacoma-Pierce County Family
7 Justice Center shall be on or before _____, 2005.
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10 XVII. FORMATION

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12 The City and the County have each budgeted funds for start up and commencement of
13 operations in approximately mid-year of 2005. The County budgeted \$200,000 for remodeling
14 and \$127,000 for operations for the year 2005. The City budgeted \$254,000 in its 2005-2006
15 biennial budget, which may be used for operations or capital. Relative to those budgeted
16 amounts, the parties agree as follows: The foregoing budgeted amounts are sufficient to make
17 necessary capital expenditures and provide for a partial year of operations in 2005, commencing
18 approximately August 1; the Director and Assistant Director will commence formation duties as
19 soon after the approval of this agreement as practicable; it is expected that the amounts budgeted
20 by each party will be spent in 2005; the parties agree that the amount budgeted by each is
21 sufficient for this 2005 formation stage; the mutual funding obligations and budget processes will
22 apply to calendar year 2006 and thereafter.
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XVIII. EQUAL EMPLOYMENT-NON-DISCRIMINATION REQUIREMENTS

The Tacoma-Pierce County Family Justice Center shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap, and shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington.

The parties hereto shall take such further action as may be necessary and proper to fully implement the intention of this agreement and facilitate its operation under the terms of this agreement.

CITY OF TACOMA

PIERCE COUNTY

By: *William H. Baarsma*
William H. Baarsma, Mayor

By: *[Signature]*
Its: *County Executive*

Countersigned:

[Signature]
Steve Marcone, Director
Finance Department

Approved as to form:

Approved as to form:

[Signature]
Elizabeth A. Pauli
Acting City Attorney

[Signature]
Deputy Prosecuting Attorney

Approved:

[Signature]
Debbie Dahlstrom, Risk Manager

Attest:

[Signature] 5-11-05
Doris Sorum