

June 19, 1997
clerk 7/9/97
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Introduced By:

ROB MCKENNA
JANE HAGUE
LOUISE MILLER
MAGGI FIMIA

Proposed No.:

97-436

MOTION NO. **10305**

1
2 A MOTION authorizing the County Executive to enter into
3 interlocal agreements with the cities of Shoreline, Woodinville,
4 Kirkland and Duvall for the provision of court-based domestic
5 violence advocacy services.
6

7 WHEREAS, the cities of Shoreline, Woodinville, Kirkland and Duvall desire to secure
8 domestic violence advocacy services for their respective municipal courts, and

9 WHEREAS, the county and the cities are authorized to enter into this agreement
10 pursuant to RCW 39.34, the Interlocal Cooperation Act, and

11 WHEREAS, the prosecuting attorney's office is able and willing to provide the
12 requested services;
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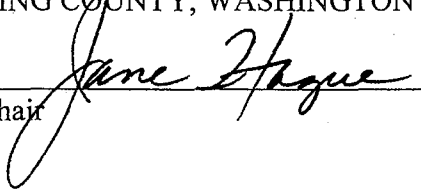
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NOW, THEREFORE, BE IT MOVED by the Council of King County:

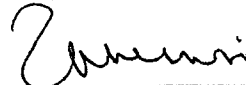
The county executive is authorized to execute interlocal agreements, substantially in the forms attached, with the cities of Shoreline, Woodinville, Kirkland and Duvall for the provision of court-based domestic violence advocacy services.

PASSED by a vote of 13 to 0 this 15th day of September, 19 97.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

Attachments:
Interlocal Agreements with the Cities of Shoreline, Woodinville, Kirkland and Duvall

AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF DUVALL
PROVIDING FOR
COURT-BASED DOMESTIC VIOLENCE ADVOCACY SERVICES

10305

THIS AGREEMENT is entered into this _____ day of _____, 1996, by and between the County of King (hereinafter referred to as "County"), and the City of Duvall, a municipal corporation of the State of Washington (hereinafter referred to as "City"), for the purpose of the City securing domestic violence advocacy services.

Whereas the City of Duvall desires to secure court-based domestic violence advocacy services for their city; and

Whereas, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are authorized to enter into an Agreement for joint cooperative action.

Now, Therefore, the County and the City hereby agree as follows:

Section 1: Purpose of Agreement. To enable the County, through the King County Prosecuting Attorney Domestic Violence Advocacy Program, to provide to the City domestic violence advocacy services and related services as described herein.

Section 2. County Responsibilities.

A. Provide advocacy to victims of domestic violence who are victims on criminal cases being prosecuted by the City.

B. Provide advocacy to petitioners for Orders of Protection.

C. Provide ongoing supervision and training of court advocate.

D. Provide integration into an existing King County advocacy data collection system on domestic violence criminal cases.

E. Provide trained and supervised volunteers to assist the advocate staff.

F. Provide linkage and coordination with an existing Domestic Violence Unit.

G. Provide linkage and coordination with the King County Coalition Against Domestic Violence, Washington State Coalition Against Domestic Violence, and the King County Public Education Campaign.

H. Assign an advocate to work the necessary number of hours to provide advocacy to the City domestic violence cases and attend meetings that may be necessary to the performance of the advocacy duties.

I. Submit a quarterly statement of hours worked and actual costs incurred by the County for the assigned domestic violence advocate to the City.

J. Provide the phone, office space, furniture and supplies.

Section 3. City Responsibilities.

A. Reimburse the County for actual costs incurred for services provided by the County. The current hourly rate is \$39.00 per hour; and

B. Provide necessary materials specific to the City of Duvall such as letterhead, envelopes and business cards.

Section 4. Administration of the Agreement. Both the County and the City shall designate representatives from the King County Prosecutor's Office and the Duvall Police Department respectively, to administer this Agreement.

Section 5. Effective Date. This Agreement shall become effective on the date of its mutual signing by the City and County.

Section 6. Amendment. This Agreement may be amended, altered, clarified or extended only by written agreement of the parties hereto.

Section 7. Duration. This Agreement shall renew automatically from year to year; provided, that either party may terminate the Agreement with 90 days written notice to the other party; and provided further, that the annual rate is renegotiated for each calendar year beginning with 1997. This Agreement will terminate within 14 days if either party does not appropriate sufficient funds to continue the program.

Section 8. Indemnification and Hold Harmless. All liabilities for salaries, wages, and other compensation, injury, sickness, or liability to the public for negligent acts or omissions arising from the performance of the domestic violence advocates hereunder shall be that of the County. To such purpose, the County will protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, or awards or damages, arising out of or in any way resulting from the negligent acts or omissions of the County, its officers, employees or agents. The City will protect, defend, indemnify, and save harmless the County, its officers, employees and agents from any an all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees or agents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above mentioned.

CITY OF DUVALL

by: Glen Kuntz
Glen Kuntz, Mayor

KING COUNTY

by: _____
King County Executive

by: _____
Norm Maleng,
King County Prosecutor

Approved as to form:

Erad Kooistra of Berkey
& Kooistra, City Attorneys

1 AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY
2 AND THE CITY OF KIRKLAND
3 PROVIDING FOR
4 MUNICIPAL COURT DOMESTIC VIOLENCE ADVOCACY SERVICES

4 THIS AGREEMENT is entered into this ____ day of
5 _____, 199____, by and between the COUNTY OF
6 KING (hereinafter referred to as "COUNTY"), and the CITY OF
7 KIRKLAND, a municipal corporation of the State of Washington
8 (hereinafter referred to as "CITY"), for the purpose of the CITY
9 securing domestic violence advocacy services.

10 WHEREAS, the City of Kirkland desires to secure domestic
11 violence advocacy services for their municipal court; and

12 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation
13 Act, the parties are authorized to enter into an Agreement for
14 joint cooperative action.

15 NOW, THEREFORE, the COUNTY and the CITY hereby agree as
16 follows:

17 Section 1: PURPOSE OF AGREEMENT. To enable the COUNTY,
18 through the King County Prosecuting Attorney Domestic Violence -
19 Advocacy Program, to provide to the CITY domestic violence
20 advocacy services and related services as described herein.

21 Section 2: COUNTY RESPONSIBILITIES.

22 A. Provide advocacy to victims of domestic violence who are
23 victims on criminal cases being prosecuted by the CITY.

24 B. Provide advocacy to petitioners for Orders of Protection
25 in Kirkland Municipal Court.

Norm Maleng
Prosecuting Attorney
W 554 King County Courthouse
Seattle, Washington 98104-2312
(206) 296-9000

1 C. Provide recruitment, screening, and initial training of
2 the staff advocate.

3 D. Provide ongoing supervision and training.

4 E. Provide integration into an existing King County
5 advocacy data collection system on domestic violence criminal
6 cases.

7 F. Provide trained and supervised volunteers to assist the
8 advocate staff.

9 G. Provide linkage and coordination with an existing
10 Domestic Violence Unit.

11 H. Provide linkage and coordination with the King County
12 Coalition Against Domestic Violence, Washington State Coalition
13 Against Domestic Violence, and the King County Public Education
14 Campaign.

15 I. Assign an advocate to work 18 hours per week with the
16 understanding that, within the scheduled work hours, the advocate
17 will attend monthly meetings with the domestic violence advocacy
18 program and other meetings that periodically may be necessary for
19 the performance of the advocacy duties.

20 J. Submit a quarterly statement of hours and actual costs
21 incurred by the COUNTY for the assigned domestic violence advocate
22 to the CITY.

23 Section 3: CITY RESPONSIBILITIES.

24 A. Reimburse the COUNTY for the actual costs incurred for
25 services provided from the COUNTY. The current hourly rate is

1 approximately \$28.00 per hour. The minimum level domestic
2 violence advocacy service to be provided by the COUNTY is 18 hours
3 per week.

4 B. Provide office space, office furniture and supplies, and
5 telephone.

6 Section 4: ADMINISTRATION OF THE AGREEMENT. Both the COUNTY
7 and the CITY shall designate representatives from the King County
8 Prosecuting Attorney's Office and the Municipal Court, respec-
9 tively, to administer this Agreement.

10 Section 5: EFFECTIVE DATE. This Agreement shall become
11 effective on the date of its mutual signing by the CITY and
12 COUNTY.

13 Section 6: AMENDMENT. This Agreement may be amended,
14 altered, clarified or extended only by written agreement of the
15 parties hereto.

16 Section 7: DURATION. This Agreement shall renew auto-
17 matically from year to year; provided, that either party may
18 terminate the Agreement with 90 days written notice to the other
19 party; and provided further, that the annual rate is renegotiated
20 for each calendar year beginning with 1997. This Agreement will
21 terminate within 14 days if either party does not appropriate
22 sufficient funds to continue the program.

23 Section 8: INDEMNIFICATION AND HOLD HARMLESS. All lia-
24 bilities for salaries, wages, and other compensation, injury,
25 sickness, or liability to the public for negligent acts or

omission arising from performance of probation officers hereunder shall be that of the COUNTY. To such purpose, the COUNTY will protect, defend, indemnify, and save harmless the CITY, its officers, employees, and agents from any and all costs, claims, judgments, or awards or damages, arising out of or in any way resulting from the negligent acts or omissions of the COUNTY, its officers, employees or agents. The CITY will protect, defend, indemnify, and save harmless the COUNTY, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts of omissions of the CITY, its officers, employees, or agents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above mentioned.

CITY OF KIRKLAND
Terrence J. Ellis
City Manager

APPROVED AS TO FORM:
[Signature]
City Attorney

KING COUNTY
By: _____
KING COUNTY EXECUTIVE
By: *[Signature]*
NORM MALENG
King County Prosecuting Attorney

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

C: F47

10305

RESOLUTION R- 3986

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF KIRKLAND ("CITY") PROVIDING FOR MUNICIPAL COURT DOMESTIC VIOLENCE ADVOCACY SERVICES.

Whereas, the City desires to secure domestic violence advocacy services for its municipal court; and

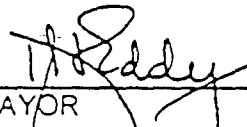
Whereas, King County and the City are authorized to enter into this Agreement pursuant to RCW 39.34, the Interlocal Cooperation Act;

Now, therefore, be it resolved by the City Council of the City of Kirkland as follows:

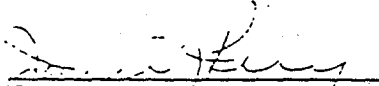
Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City, an Interlocal Agreement substantially similar to that attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 16th day of January, 1996.

Signed in authentication thereof this 16th day of January, 1996.


MAYOR

Attest:


City Clerk

jan96Advreso

10305

RECEIVING NO. 320

DATE 1-8-96

CITY CLERK [Signature]

1 AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY
2 AND THE CITY OF WOODINVILLE
3 PROVIDING FOR
4 COURT-BASED DOMESTIC VIOLENCE ADVOCACY SERVICES

5 THIS AGREEMENT is entered into this 8th day of
6 January, 1996, by and between the COUNTY OF
7 KING (hereinafter referred to as "COUNTY"), and the CITY OF
8 WOODINVILLE, a municipal corporation of the State of Washington
9 (hereinafter referred to as "CITY"), for the purpose of the CITY
10 securing domestic violence advocacy services.

11 WHEREAS, the City of Woodinville desires to secure court-
12 based domestic violence advocacy services for their city; and

13 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation
14 Act, the parties are authorized to enter into an Agreement for
15 joint cooperative action.

16 NOW, THEREFORE, the COUNTY and the CITY hereby agree as
17 follows:

18 Section 1: PURPOSE OF AGREEMENT. To enable the COUNTY,
19 through the King County Prosecuting Attorney Domestic Violence
20 Advocacy Program, to provide to the CITY domestic violence
21 advocacy services and related services as described herein.

22 Section 2: COUNTY RESPONSIBILITIES.

23 A. Provide advocacy to victims of domestic violence who are
24 victims on criminal cases being prosecuted by the CITY.
25

1 B. Provide advocacy to petitioners for Orders of
2 Protection.

3 C. Provide ongoing supervision and training of court
4 advocate.

5 D. Provide integration into an existing King County
6 advocacy data collection system on domestic violence criminal
7 cases.

8 E. Provide trained and supervised volunteers to assist the
9 advocate staff.

10 F. Provide linkage and coordination with an existing
11 Domestic Violence Unit.

12 G. Provide linkage and coordination with the King County
13 Coalition Against Domestic Violence, Washington State Coalition
14 Against Domestic Violence, and the King County Public Education
15 Campaign.

16 H. Assign an advocate to work the necessary number of hours
17 to provide advocacy to the CITY domestic violence cases and attend
18 meetings that may be necessary to the performance of the advocacy
19 duties.

20 I. Submit a quarterly statement of hours worked and actual
21 costs incurred by the COUNTY for the assigned domestic violence
22 advocate to the CITY.

23 J. Provide the phone, office space, furniture and supplies.
24
25

1 Section 3: CITY RESPONSIBILITIES.

2 A. Reimburse the COUNTY for actual costs incurred for
3 services provided from the COUNTY. The current hourly rate is
4 approximately \$39.00 per hour; and

5 B. Provide necessary materials specific to the City of
6 Woodinville such as letterhead, envelopes and business cards.

7 Section 4: ADMINISTRATION OF THE AGREEMENT. Both the COUNTY
8 and the CITY shall designate representatives from the King County
9 Prosecuting Attorney's Office and the Municipal Court, respec-
10 tively, to administer this Agreement.

11 Section 5: EFFECTIVE DATE. This Agreement shall become
12 effective on the date of its mutual signing by the CITY and
13 COUNTY.

14 Section 6: AMENDMENT. This Agreement may be amended,
15 altered, clarified or extended only by written agreement of the
16 parties hereto.

17 Section 7: DURATION. This Agreement shall renew auto-
18 matically from year to year; provided, that either party may
19 terminate the Agreement with 90 days written notice to the other
20 party; and provided further, that the annual rate is renegotiated
21 for each calendar year beginning with 1997. This Agreement will
22 terminate within 14 days if either party does not appropriate
23 sufficient funds to continue the program.

24 Section 8: INDEMNIFICATION AND HOLD HARMLESS. All lia-
25 bilities for salaries, wages, and other compensation, injury,

1 sickness, or liability to the public for negligent acts or
2 omission arising from performance of probation officers hereunder
3 shall be that of the COUNTY. To such purpose, the COUNTY will
4 protect, defend, indemnify, and save harmless the CITY, its
5 officers, employees, and agents from any and all costs, claims,
6 judgments, or awards or damages, arising out of or in any way
7 resulting from the negligent acts or omissions of the COUNTY, its
8 officers, employees or agents. The CITY will protect, defend,
9 indemnify, and save harmless the COUNTY, its officers, employees,
10 and agents from any and all costs, claims, judgments, or awards of
11 damages, arising out of or in any way resulting from the negligent
12 acts of omissions of the CITY, its officers, employees, or agents.

13 IN WITNESS WHEREOF, the parties hereto have executed this
14 Agreement as of the day first above mentioned.

15 CITY OF WOODINVILLE

16 *John A. Dalk*
17 Mayor

18 APPROVED AS TO FORM:

19 *[Signature]*
20 City Manager

21 KING COUNTY

22 By: _____
23 KING COUNTY EXECUTIVE

24 By: _____
25 NORM MALENG
King County Prosecuting Attorney

26 APPROVED AS TO FORM:

27 *George Buel*
28 ~~Prosecuting Attorney~~
29 *ay*

Norm Maleng
Prosecuting Attorney
W 554 King County Courthouse
Seattle, Washington 98104-2312
(206) 296-9000

10305

No. 142

Date 4/9/96

Russ Ann Rose

Res. 66

AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF SHORELINE
PROVIDING FOR
COURT-BASED DOMESTIC VIOLENCE ADVOCACY SERVICES

THIS AGREEMENT is entered into this 9th day of
APRIL, 1996, by and between the COUNTY OF

KING (hereinafter referred to as "COUNTY"), and the CITY OF
SHORELINE, a municipal corporation of the State of Washington
(hereinafter referred to as "CITY"), for the purpose of the CITY
securing domestic violence advocacy services.

WHEREAS, the City of Shoreline desires to secure court-based
domestic violence advocacy services for their city; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation
Act, the parties are authorized to enter into an Agreement for
joint cooperative action.

NOW, THEREFORE, the COUNTY and the CITY hereby agree as
follows:

Section 1: PURPOSE OF AGREEMENT. To enable the COUNTY,
through the King County Prosecuting Attorney Domestic Violence
Advocacy Program, to provide to the CITY domestic violence
advocacy services and related services as described herein.

Section 2: COUNTY RESPONSIBILITIES.

A. Provide advocacy to victims of domestic violence who are
victims on criminal cases being prosecuted by the CITY.

1 B. Provide advocacy to petitioners for Orders of
2 Protection.

3 C. Provide ongoing supervision and training of court
4 advocate.

5 D. Provide integration into an existing King County
6 advocacy data collection system on domestic violence criminal
7 cases.

8 E. Provide trained and supervised volunteers to assist the
9 advocate staff.

10 F. Provide linkage and coordination with an existing
11 Domestic Violence Unit.

12 G. Provide linkage and coordination with the King County
13 Coalition Against Domestic Violence, Washington State Coalition
14 Against Domestic Violence, and the King County Public Education
15 Campaign.

16 H. Assign an advocate to work up to 24 hours per week to
17 provide advocacy to the CITY domestic violence cases and attend
18 meetings that may be necessary to the performance of the advocacy
19 duties.

20 I. Submit a quarterly statement of hours worked and actual
21 costs incurred by the COUNTY for the assigned domestic violence
22 advocate to the CITY.

23 J. Provide the phone, office space, furniture and supplies.
24
25

1 Section 3: CITY RESPONSIBILITIES.

2 A. Reimburse the COUNTY for actual costs incurred for
3 services provided from the COUNTY not to exceed \$3,000 per month.
4 The current hourly rate is approximately \$28.51 per hour; and

5 B. Provide necessary materials specific to the City of
6 Shoreline such as letterhead, envelopes and business cards.

7 Section 4: ADMINISTRATION OF THE AGREEMENT. Both the COUNTY
8 and the CITY shall designate representatives from the King County
9 Prosecuting Attorney's Office and the City, respectively, to
10 administer this Agreement.

11 Section 5: EFFECTIVE DATE. This Agreement shall become
12 effective on the date of its mutual signing by the CITY and
13 COUNTY.

14 Section 6: AMENDMENT. This Agreement may be amended,
15 altered, clarified or extended only by written agreement of the
16 parties hereto.

17 Section 7: DURATION. This Agreement shall renew auto-
18 matically from year to year; provided, that either party may
19 terminate the Agreement with 90 days written notice to the other
20 party; and provided further, that the annual rate is renegotiated
21 for each calendar year beginning with 1997. This Agreement will
22 terminate within 14 days if either party does not appropriate
23 sufficient funds to continue the program.

24 Section 8: INDEMNIFICATION AND HOLD HARMLESS. All lia-
25 bilities for salaries, wages, and other compensation, injury,

1 sickness, or liability to the public for negligent acts or
2 omission arising from performance of the domestic violence court
3 advocate hereunder shall be that of the COUNTY. To such purpose,
4 the COUNTY will protect, defend, indemnify, and save harmless the
5 CITY, its officers, employees, and agents from any and all costs,
6 claims, judgments, or awards or damages, arising out of or in any
7 way resulting from the negligent acts or omissions of the COUNTY,
8 its officers, employees or agents. The CITY will protect, defend,
9 indemnify, and save harmless the COUNTY, its officers, employees,
10 and agents from any and all costs, claims, judgments, or awards of
11 damages, arising out of or in any way resulting from the negligent
12 acts of omissions of the CITY, its officers, employees, or agents.

13 IN WITNESS WHEREOF, the parties hereto have executed this
14 Agreement as of the day first above mentioned.

15 CITY OF SHORELINE

16 *[Signature]*
17 City Manager

18 APPROVED AS TO FORM:

19 _____
20 City Attorney

KING COUNTY

21 By: _____
22 KING COUNTY EXECUTIVE

23 By: _____
24 NORM MALENG
25 King County Prosecuting Attorney

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

Norm Maleng
Prosecuting Attorney
W 554 King County Courthouse
Seattle, Washington 98104-2312
(206) 296-9000