

RESOLUTION NO. R 3140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, A CONTRACT WITH KING COUNTY RAPE RELIEF TO PROVIDE TO THE CITY AND ITS RESIDENTS, RAPE RELIEF COUNSELING, CONSULTIVE AND INFORMATIONAL SERVICES IN ORDER TO ENHANCE KIRKLAND'S LAW ENFORCEMENT FUNCTIONS TO THE BENEFIT OF THE HEALTH, SAFETY AND WELFARE OF ITS CITIZENS.

Whereas, King County Rape Relief provides counseling services to rape and other sexual assault victims and their families as well as consultation liaison and informational services to police and other law enforcement agencies and informational services to community groups and individuals; and

Whereas, King County Rape Relief has provided the above services to the City of Kirkland and its inhabitants in the past and is willing and able to continue so to do; and

Whereas, the City of Kirkland recognizes the nature and quality of counseling, consultive and informational services provided by King County Rape Relief and further recognizes the City's need for said services and is therefore willing and interested in obtaining the same in order to enhance its law enforcement functions and to benefit the health, safety and welfare of its citizens, now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. That certain agreement between the City of Kirkland and King County Rape Relief, copy of which is attached to this resolution and by reference incorporated herein, wherein King County Rape Relief will provide certain services to the City of Kirkland and its inhabitants for the calendar year 1985 is hereby approved.

Section 2. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland, said contract.

Passed by a majority vote of the Kirkland City Council in regular, open meeting on the 4th day of February, 1985.

Signed in authentication thereof on the 4th day of
February, 1985.

Doris Cooper
MAYOR

ATTEST:

Janece Perry <sup>DEPUTY
CLERK</sup> *for*
Director of Administration & Finance
(ex officio City Clerk)

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of January, 1985 is by and between the City of KIRKLAND, a municipal corporation of the State of Washington, hereinafter referred to as "City," and King County Rape Relief, a non-profit organization, hereinafter referred to as "KCRR," and is intended to cover the provision of services by KCRR to the City for the Calendar year 1985.

WHEREAS, KCRR provides counseling services to rape and other sexual assault victims and their families as well as consultation, liaison and informational services to police and other law enforcement agencies and informational services to community groups and individuals; and

WHEREAS, KCRR has provided the above services to the City and its inhabitants in the past and is willing and able to continue to do so; and

WHEREAS, The City recognizes the nature and quality of counseling, consultative and informational services provided by KCRR and the City's need for said services and is therefore willing and interested in obtaining the same to enhance its law enforcement functions and to benefit the health, safety and welfare of its citizens,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained to be kept, performed and fulfilled by the respective parties hereto, and other valuable consideration, it is mutually agreed as follows:

SERVICES

1-A. Definition of Terms. As used in this agreement, the below designated terms shall be defined as follows:

a. Assistance and counseling include providing immediate information to the rape or sexual assault victim and the victim's family regarding

police and/or medical procedures, the rape trauma syndrome and possible reactions of important others; providing a counselor or accompanying the victim through police and prosecutor interviews and hospital examination; providing information about the treatment of rape trauma syndrome and assisting the victim and the victim's family in developing family support and constructive responses to employment, housing or school crisis precipitated by the sexual assault.

b. Trained volunteer is an individual who has completed thirty-five hours of initial training and who participates in three hours of additional training every month. On-going supervision and training are also provided to each trained volunteer through staff consultation on each case.

c. Victim refers to a victim of rape, attempted rape, indecent liberties, incest or other sexual assault.

d. Victim Contacts - The minimum number of contacts with a victim would be one. The average number of victim contacts is much higher, for example: During the first week there may be three or four contacts, either in person or by telephone of durations from one to several hours. A case which involves criminal proceedings includes all or some of the following events requiring victim contact and assistance over the course of several months. The average number of victim contact hours per event will vary greatly and includes preparation.

1-B. KCRR will maintain a twenty-four hour per day rape relief telephone line which will be staffed by trained volunteers for the purpose of providing assistance and counseling to victims and their families within the City and to provide immediate assistance to victims referred by the City Police Department. Said telephone line will accept collect calls from anyplace within the City boundaries.

1-C. KCRR will advertise the toll-free rape relief telephone number and other services it offers to City inhabitants through public service announcements in the local news media as resources permit during the term of this contract.

1-D. KCRR will provide informational services to groups and individuals within the City in order to educate as many persons as possible about the special problems which confront sexual assault victims and about the importance of the role played by the police in investigating and apprehending persons who commit rape and/or sexual assault. The objectives of community education shall be to increase the number of people able to respond in a sympathetic and knowledgeable manner to a sexual assault victim, to increase the number of people able to provide accurate information about police, medical and other social services to a sexual assault victim and to increase the number of people who understand the circumstances under which rape and other sexual assaults may occur.

1-E. KCRR will work with the victim, hospital medical personnel and police to assist in obtaining the best possible legal/medical evidence gathering.

1-F. KCRR will consult and cooperate with the City Police Department and act, where necessary, as a liaison between rape and sexual assault victims and the police in order that victims understand the role of the police in the apprehension and prosecution of persons who commit rape and/or sexual assault.

1-G. Any reports taken by KCRR with regard to possible criminal activity shall be forwarded, with the victim's consent, to the City Police Department, including third party reports for informational and statistical

purposes. A list of all reports given to the City Police Department shall be submitted by KCRR to the City on a quarterly basis during the term of this agreement.

1-H. Said services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accord with professional standards of conduct and performance.

1-I. KCRR is and shall be at all times during the term of this agreement an independent contractor.

COMPENSATION

2-A. KCRR shall be paid no more than \$ 3,000.00 /year by the City for completed services rendered under this agreement. Such payment shall be approved by the City Manager or her/his designee.

2-B. Such payment shall be compensation for services performed by KCRR including all reports, supporting data, supervision, labor, supplies, materials, equipment or the use thereof and for all other necessary incidentals.

2-C. KCRR will submit a statement to the City Manager quarterly, describing services it has rendered under the terms of this agreement and the City will pay the amount approved by the City Manager or her/his designee, subject to the limitation in paragraph 2-A above, by the twenty-eighth day of the month following the end of the quarter.

2-D. KCRR agrees that those services for which it seeks compensation under the terms of this agreement shall be or have been performed solely for residents of the City.

GENERAL ADMINISTRATION AND MANAGEMENT

3-A. The City Manager or her/his designee shall have administrative responsibility for the City's performance under this agreement and shall review and may approve for payment all statements and bills submitted by KCRR to the City for its performance under this agreement.

3-B. The Director of KCRR shall be responsible for overall administration of the provision of services by KCRR under the terms of this agreement and for coordination with the City.

TERMINATION OF AGREEMENT

4-A. Either party hereto may terminate or suspend this agreement at any time with or without cause, by giving ten days notice to the other party in writing. Termination or suspension shall be effective ten days after receipt of notice thereof by certified mail. In the event that the City terminates or suspends this agreement, KCRR shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination or suspension.

GENERAL PROVISIONS

5-A. KCRR shall indemnify and hold the City, its officers and employees, elected or appointed, harmless from and against any and all liability, loss, damages, claims, suits, actions at law or otherwise, judgments and costs (including, but not limited to, reasonable attorney's fees) that may arise from, grow out of or otherwise attribute to any injury or death to any person or damage to any property, caused by, resulting from or otherwise attributable to any willful or negligent acts or omissions on the part of KCRR, its agents, employees or representatives, occurring in the course of, arising from or otherwise attributable to the performance of services and duties under this agreement.

5-B. This agreement may not be assigned or otherwise transferred by the parties thereto.

5-C. No change, alteration, modification or addition to this agreement will be effective unless it is in writing and properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

CITY OF

KING COUNTY RAPE RELIEF

BY: _____
City Manager

BY: 
MARY ELLEN STONE, Director

BY: _____
City Clerk