

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

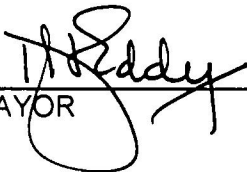
Whereas, King County and the City are authorized to enter into this Agreement pursuant to RCW 39.34, the Interlocal Cooperation Act;

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

jan96\Advreso

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

5                   THIS AGREEMENT is entered into this \_\_\_\_ day of  
6 \_\_\_\_\_, 199\_\_\_\_, by and between the COUNTY OF  
7 KING (hereinafter referred to as "COUNTY"), and the CITY OF  
8 KIRKLAND, 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 Kirkland desires to secure domestic  
12 violence advocacy services for their municipal court; 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                   B. Provide advocacy to petitioners for Orders of Protection  
in Kirkland Municipal Court.

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

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

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

14 CITY OF KIRKLAND

15 \_\_\_\_\_  
 16 Mayor

17 APPROVED AS TO FORM:

18 \_\_\_\_\_  
 19 TERRY ELLIS  
 City Manager

20 KING COUNTY

21 By: \_\_\_\_\_  
 KING COUNTY EXECUTIVE

22 By: \_\_\_\_\_  
 23 NORM MALENG  
 King County Prosecuting Attorney

24 APPROVED AS TO FORM:

25 \_\_\_\_\_  
 Deputy Prosecuting Attorney