

**AGREEMENT PROVIDING FOR CREATION AND OPERATION  
OF A COMBINED CITY OF TACOMA-PIERCE COUNTY  
DOMESTIC VIOLENCE TREATMENT AND PREVENTION CENTER**

THIS AGREEMENT is made and entered into this 11<sup>th</sup> day of May, 2005, by and between the CITY OF TACOMA, hereinafter referred to as the "City," and the COUNTY OF PIERCE, hereinafter referred to as the "County," under and pursuant to the provisions of Chapter 39.34 of the Revised Code of Washington.

It is agreed by and between the parties as follows:

**I. PURPOSE**

It is the purpose of this agreement to provide for the creation and operation of a Tacoma-Pierce County Family Justice Center, serving the needs of the citizens of both the City and County. The parties to this agreement intend that the entity created by this agreement shall be a combined facility and that it will carry out the functions set forth herein for the community without regard to the geographical boundaries of the respective parties.

The function of the combined Tacoma-Pierce County Family Justice Center shall be to provide coordinated community response and service delivery to victims of domestic violence and their families. Said services may be performed for such other governmental entities as 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 2. Ensure domestic violence perpetrators are prosecuted.
- 7 3. Coordinate and consolidate existing community resources to better serve victims  
8 of domestic violence.
- 9 4. Offer appropriate civil legal assistance to victims of domestic violence.  
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## 11 **II. TERM**

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

22 This agreement may be amended at any time by the mutual consent of the parties hereto.  
23 A new governmental partner may be accepted by amendment to this agreement and may acquire  
24 a voting position on the Executive Board upon concurrence of four members of the Board and  
25 approval of the amendment by the governing bodies of existing members. The Board shall  
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1 develop criteria for voting members to be approved by the respective legal bodies.  
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3 **IV. CREATION OF TACOMA-PIERCE COUNTY FAMILY JUSTICE CENTER**

4 The Tacoma-Pierce County Family Justice Center is hereby created pursuant to the  
5 provisions of Chapter 39.34, Revised Code of Washington.  
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8 **V. CREATION AND POWERS OF EXECUTIVE BOARD**

9 There is hereby created an Executive Board which shall be composed of two  
10 representatives from the Tacoma City Council, two representatives from the Pierce County  
11 Council, and a fifth member who shall be selected by majority vote of the above-stated four  
12 members. Said fifth member shall be selected for a three-year term which may be renewable if  
13 the Board so determines. If this fifth position is vacated for any reason, the Board shall appoint a  
14 successor for the remainder of the term. The chairmanship shall be annually rotated between a  
15 representative of the Tacoma City Council and a representative from the Pierce County Council.  
16 The chairman for the first term shall be selected by lot.  
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19 The Executive Board shall have the following authority and powers:  
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- 21 A. To make policy recommendations for the operation of the Tacoma-Pierce County  
22 Family Justice Center and to serve as liaison between the parties to this  
23 agreement, and their respective legislative authorities, on policy and operational  
24 matters.  
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- 1 B. To appoint, terminate, and provide oversight of a director for the Tacoma-Pierce  
2 County Family Justice Center, and to delegate to the Director any of its authority,  
3 except adoption of the budget.
- 4 C. To contract with other agencies, municipal corporations, governmental entities,  
5 parties hereto, and others.
- 6 D. To establish a budget and expend monies consistent with the policies of the  
7 Tacoma-Pierce County Family Justice Center and the requirements of state law  
8 for the county, including bidding procedures.
- 9 E. To carry out the purpose, intent, and functions specified in this agreement and  
10 authorized by Chapter 39.34 of the Revised Code of Washington, using all  
11 necessary authority possessed by the City or County (but limited only as specified  
12 in this agreement).
- 13  
14 F. The Board shall have and carry out such other duties as are specifically provided  
15 in this agreement.  
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18 **VI. CREATION AND POWERS OF ADVISORY BOARD**

19 There is hereby created an Advisory Board which shall be composed of nine members,  
20 whose composition and appointment shall be as determined by the Executive Board; provided,  
21 each member shall be appointed for a two-year term which may be renewed, subject to Board  
22 approval.  
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25 The Chairman of the Advisory Board shall be by annual election of the Advisory Board.  
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1 The Advisory Board shall have the following authority and powers:

- 2 A. To consult with and advise the Director, or his/her designee, on operational issues  
3 of the Tacoma-Pierce County Family Justice Center.
- 4 B. To review any documents or required reports, as necessary, to monitor compliance  
5 with policy mandates of the Executive Board  
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8 **VII. FAMILY JUSTICE CENTER ADMINISTRATION FUND**

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

21 A. The parties recognize and agree that formation and operation of the  
22 Tacoma-Pierce County Family Justice Center will require that costs thereof, to the extent not  
23 covered by other funding sources, be shared equally, and that Essential Expenditures/Functions  
24 must be fully funded or the facility cannot continue to exist. Essential Expenditures/Functions  
25 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.

## 6 IX. FISCAL OPERATIONS

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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.

## 14 X. ADMINISTRATION

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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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1 agreement, has appointed a Director and Assistant Director to fulfill those functions as set out  
2 herein.

### 4 **XI. PROPERTY**

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

17 The parties acknowledge that the Tacoma-Pierce County Family Justice Center will  
18 require the supporting services of various units of County government such as purchasing, legal,  
19 accounting, risk management, personnel and payroll services. The cost of such services shall be  
20 billed to the Family Justice Center Administration Fund in the same manner as such services are  
21 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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11 **XVII. FORMATION**

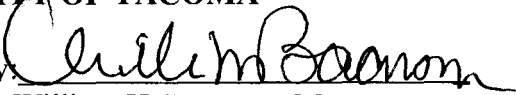
12 The City and the County have each budgeted funds for start up and commencement of  
13 operations in approximately mid-year of 2005. The County budgeted \$200,000 for remodeling  
14 and \$127,000 for operations for the year 2005. The City budgeted \$254,000 in its 2005-2006  
15 biennial budget, 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**

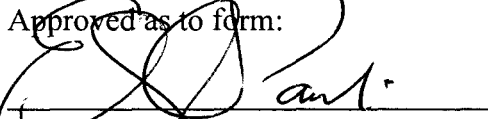
By:   
William H. Baarsma, Mayor

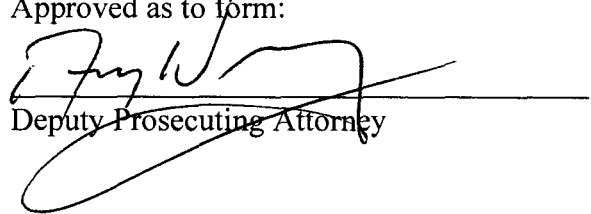
**PIERCE COUNTY**

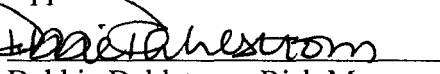
By:   
Its: County Executive

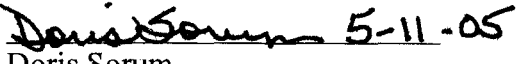
Countersigned:

  
Steve Marcotte, Director  
Finance Department

Approved as to form:  
  
Elizabeth A. Pauli  
Acting City Attorney

Approved as to form:  
  
Deputy Prosecuting Attorney

Approved:  
  
Debbie Dahlstrom, Risk Manager

Attest:  
 5-11-05  
Doris Sorum



## RESOLUTION NO. 36485

1 BY REQUEST OF DEPUTY MAYOR LADENBURG AND COUNCIL  
2 MEMBER TALBERT

3 WHEREAS the City is committed to addressing the issue of domestic  
4 violence in our community, and

5 WHEREAS centralizing services to domestic violence victims and their  
6 families will enhance the community's response to domestic violence, and

7 WHEREAS the City of Tacoma and Pierce County are partnering to  
8 create a combined agency, the Tacoma-Pierce County Family Justice Center  
9 ("Family Justice Center"), to centralize services to domestic violence victims  
10 and their families, and

11 WHEREAS the Family Justice Center concept is based on a model in  
12 San Diego that provides victims of domestic violence with a "one-stop"  
13 opportunity to obtain a wide array of services and support from social service  
14 and governmental agencies in one central location, and

15 WHEREAS staff from the City Attorney's Office, Tacoma Police  
16 Department, General Services Department, and Human Rights and Human  
17 Services Department have been involved in the development of the Family  
18 Justice Center since its inception, and

19 WHEREAS the Family Justice Center will be comprised of two groups of  
20 partners, governmental/criminal justice partners and non-governmental/community  
21 partners, and  
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WHEREAS the Family Justice Center will provide access to many services including law enforcement, prosecution, non-profit victim agencies, civil legal advocates, faith-based programs, counseling providers, translation services, and others in one location, and

WHEREAS an interlocal agreement between the City and Pierce County is necessary to formalize this partnership and, among other things, create a Board of Directors to oversee the Family Justice Center, and

WHEREAS the objectives of the Family Justice Center are to (1) reduce the number of domestic violence cases that go unreported in Tacoma, Pierce County, and any other participating jurisdiction; (2) ensure domestic violence perpetrators are prosecuted; (3) coordinate and consolidate existing community resources to better serve victims of domestic violence; and (4) offer appropriate civil legal assistance to victims of domestic violence; Now, Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the proper officers of the City are hereby authorized to execute an Interlocal Agreement between the City and Pierce County to jointly create and

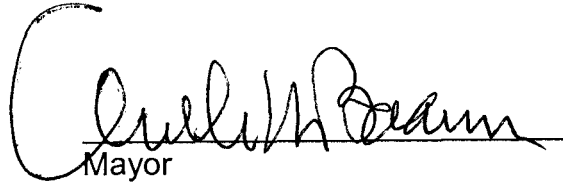
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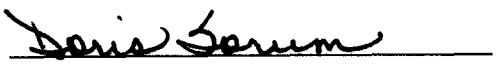
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operate the Tacoma-Pierce County Family Justice Center, said document to be substantially in the form of the proposed interlocal agreement on file in the office of the City Clerk.


Adopted APR 26 2005

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

Approved as to form and legality:

  
\_\_\_\_\_  
Acting City Attorney

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