

## **RESOLUTION NO. 36485**

BY REQUEST OF DEPUTY MAYOR LADENBURG AND COUNCIL MEMBER TALBERT

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

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

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

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

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

WHEREAS the Family Justice Center will be comprised of two groups of partners, governmental/criminal justice partners and non-governmental/community partners, and

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

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 \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form and legality:

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

**AGREEMENT PROVIDING FOR THE CREATION AND OPERATION  
OF A COMBINED CITY OF TACOMA-PIERCE COUNTY  
FAMILY JUSTICE CENTER**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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.

The Tacoma-Pierce County Family Justice Center, using a victim-centered approach, will work collaboratively to achieve the following objectives:

- Reduce the number of domestic violence cases that go unreported in Tacoma, Pierce County, and any other participating jurisdiction.
- Ensure domestic violence perpetrators are prosecuted.
- Coordinate and consolidate existing community resources to better serve victims of domestic violence.
- Offer appropriate civil legal assistance to victims of domestic violence.

**II. TERM**

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

### **III. AMENDMENTS**

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

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

C. The Board shall examine the budget, make whatever changes or adjustments it deems necessary, and shall approve the budget after it is in a form satisfactory to the Board. The approved budget shall include a recommendation as to the appropriate amounts to be contributed by the County and City, as determined by a formula developed by the Board. If the Board fails to adopt a formula for such contributions on or before July 15, the recommended share of each shall represent 50 percent of the costs of the Tacoma-Pierce County Family Justice Center which are not covered by other available funds. The Board shall submit its proposed budget on or before the 15th day of July to the offices of the Pierce County Executive and the Tacoma City Manager. These offices, in turn, will submit their budget recommendations to their respective Councils as part of their budget process.

D. The legislative bodies of both the County and City may subsequently review, modify, or make any adjustments they deem necessary, and shall approve by appropriate legislative action the entire administrative budget for the Tacoma-Pierce County Family Justice Center and the specific allocation from each entity (City and County). PROVIDED that if such adjustments will impair Essential Expenditures/Functions, then the parties shall make up the difference or proceed to the termination process. The budget thus approved shall constitute the appropriation for the Family Justice Center Administration Fund for the ensuing fiscal year. Any subsequent changes in this approved budget shall be submitted in the same manner as provided above: Board recommendations to the County Executive (and City Manager, if appropriate) and necessary action by the County (and the City, if required) in accordance with its normal budget adjustment process.

## **IX. FISCAL OPERATIONS**

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

## **X. ADMINISTRATION**

1. The Tacoma-Pierce County Family Justice Center shall be administered by a Director and Assistant Director who shall be hired by the Executive Board, subject to

Section V, and who shall serve at the pleasure of the Board. For purposes of personnel administration such as classification, payroll, benefits, retirement, and others as may be necessary and appropriate under the Pierce County Charter, Code, and Administrative Guidelines, the Director and Assistant Director shall be Pierce County employees. The foregoing notwithstanding however, their sole obligation shall be to execute the duties and responsibilities as prescribed by this agreement or delegated by the Board.

2. The Director shall have the power and authority, subject to County Human Resources procedures and budget limitations, to retain, terminate, appoint and designate such personnel as he/she deems necessary for the proper operation of the Tacoma-Pierce County Family Justice Center, and to organize the Tacoma-Pierce County Family Justice Center in the manner he/she deems best and most efficient. All such employees will be hired as and remain Pierce County employees subject to all personnel policies and incidents of employment of Pierce County's Department of Human Resources, but whose duties will be determined by the Board and the Director.

3. The Director of the Tacoma-Pierce County Family Justice Center has overall responsibility for the program. Specific areas of responsibility include: the implementation of goals and objectives of the Tacoma-Pierce County Family Justice Center, long range planning, and resource development. Work includes developing and implementing policies and procedures; and responsibility for coordinating the work of professional and technical staff engaged in planning, funding, monitoring, and implementing all current and future program areas. The Director shall also act as the liaison between the various department leads on the "government" side and the Tacoma-Pierce County Family Justice Center. The Director will work closely with the law enforcement and prosecution agencies, which will be located in the Center, and other like agencies, which are off-site.

4. The Director shall be responsible for oversight and coordination of unit managers/coordinators in planning, coordination, contracting, fund raising, service delivery, and program monitoring. The Director will coordinate department activities with other County and City Departments, as well as community agencies. The Director will serve as the liaison between the County Executive and the County Council and the City Manager and the City Council on departmental issues and policy development.

5. The Director will supervise subordinate supervisory staff; prepare or approve work plans, including program development, assignment and assessment of staff.

6. The Director will prepare, review and approve grant applications, plans, policies, proposals, reports and contracts to ensure appropriateness and consistency. The Director will also direct and coordinate the work of managers and supervisors in the preparation, implementation and monitoring of grants and contracts.

7. The Director is responsible for the preparation of the annual budget and expenditures for the Tacoma-Pierce County Family Justice Center.

8. The Director should develop and grow the Tacoma-Pierce County Family Justice Center through: adding and creating programs to improve and expand its services; fund raising; community outreach; recruitment of additional partners and service providers;

The Director has the authority to delegate any and all of the Director's responsibilities and duties to the Assistant Director.

The parties recognize and agree that Pierce County, as of the effective date of this 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.

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

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

#### **XIV. CONTRACTS WITH OTHER AGENCIES**

The Tacoma-Pierce County Family Justice Center is by this agreement authorized to provide services for the City and County. The Tacoma-Pierce County Family Justice Center may also contract with other agencies, entities, individuals, and bodies regarding services.

#### **XV. LIABILITY AND WORKER'S COMPENSATION INSURANCE**

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

#### **XVI. EFFECTIVE DATE OF AGREEMENT**

The effective date of this Agreement establishing the Tacoma-Pierce County Family Justice Center shall be on or before \_\_\_\_\_, 2005.

#### **XVII. FORMATION**

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

#### **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, Mayor

By \_\_\_\_\_

Its: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
Steve Marcotte, Director  
Finance Department

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Elizabeth A. Pauli  
Acting City Attorney

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

Approved:

\_\_\_\_\_  
Debbie Dahlstrom, Risk Manager

Attest:

\_\_\_\_\_  
Doris Sorum, City Clerk

## **Tacoma/Pierce County Family Justice Center**

The Family Justice Center concept is based on a model in San Diego that provides victims of domestic violence with a one-stop opportunity to obtain a wide array of services and support from social service and governmental agencies in one central location. The center is comprised of two groups of partners, the community/non-governmental partners and the criminal justice partners. While the San Diego justice center links both criminal justice and community partners, there is only one governmental body involved, the City of San Diego. What makes the Tacoma/Pierce County Family Justice Center unique at the outset is the partnership and commitment of both the City of Tacoma and Pierce County.

An interlocal agreement between the County and City will formalize this partnership and, among other things, create a Board of Directors to oversee the Center. The Board will consist of two elected officials from the County, two elected officials from the City and a fifth member to be selected by the other four members. The Board will meet quarterly, receiving updates from the Justice Center Director regarding the budget and overall operation of the Center.

The Tacoma/Pierce County Family Justice Center structure is based on two concepts. The first is that the partners and staff at the center will be direct service providers, serving the needs of domestic violence victims and their families. The second is that the City and County will agree to share equally in the creation and continuation of the center and also to share equally in the reduction of their financial commitment when additional funding from outside resources are secured.

### **FAMILY JUSTICE CENTER DESIGN/OPERATION**

The Tacoma/Pierce County Family Justice Center will enhance the community's response to domestic violence by centralizing services to victims and their families. Center partners will include law enforcement, prosecutors, non-profit victim agencies, civil legal advocates, faith-based programs, counseling providers, translation services and others in one location within a very short distance of the County-City Building. The center will provide a safe, non-threatening environment in a secure, comfortable setting where non-criminal justice advocates/staff will assist victims with a multitude of issues including safety planning, navigating the various community systems, state/local services and court procedures.

The goal is to improve access to services for all victims and their children and eliminate barriers, which currently exist when victims have to tell their stories repeatedly to various service providers and travel from one location to another for assistance. It does not replace community agencies and their services, but supports victims in gaining access to all the services in one location. It allows for the various agencies to actually become

more aware of what other agencies have to offer. It allows domestic violence advocates from throughout the county and the cities to refer victims to one location for additional program services (i.e. Korean Women's Association could refer a victim to the Family Justice Center for services which are not readily available at their current location). It also provides direct service providers with specific individual contacts for other programs as they become familiar with their counterparts located at the center.

The proposed floor plan for the Tacoma/Pierce County Family Justice Center essentially divides the space in half, with community partners on one side and the criminal justice partners on the other side. The community partners will work with victims in a quiet setting, separate from the criminal justice component. The setting will include private offices, a kitchen, interview rooms, a child-care room, shared work areas and conference rooms. The criminal justice side will be a secure area, in keeping with law enforcement security requirements. The area will not be accessible to the victims or community partners. Instead, the criminal justice partners will meet with victims in the conference and interview rooms on the community partner side.

Staffing for the criminal justice side will be recommended by the Justice Center Board and the Justice Center Director. However, the final decision will be decided upon by each jurisdiction. It is expected that the City of Tacoma will assign a City Prosecutor and domestic violence detectives from the Tacoma Police Department to the center. The County is expected to move the Prosecutor's Office domestic violence unit and the Sheriff's Department domestic violence unit to the center.

The community side of the center will operate with representatives from the various non-criminal justice agencies and/or trained volunteers performing intake duties. Victims and children who have not eaten will be offered healthy food prior to beginning the intake and safety support process. During the intake process children will be placed in the child play area situated between the two intake rooms. Large windows between the play area and the intake rooms allow for victims to observe their children while protecting the children from having to hear the details of the victim's situation. Based on victim input during intake, appointments will be scheduled and appropriate assistance provided. Staff will be ever mindful that the ultimate goal is to provide support to victims and their families in an effort to keep families safe and eliminate domestic violence.

Once the interlocal agreement is in place and the justice center staff is hired, the priority will be to formalize partnership agreements with those interested in providing direct services at the center. During the process of applying for the justice center federal grant in 2004, numerous community agencies signed MOUs agreeing to participate in the center. It is anticipated that many, if not all, of these agencies will again be very interested in working with the justice center. Below is a list of potential partners.

**Original Federal Grant Partners****Community Members**

Alliance Against Domestic Violence  
Sexual Assault Center  
Asbury Methodist Church  
YWCA  
Our Sisters' House  
Korean Women's Association  
Good Samaritan Community Services  
Centro Latino

**Interested Partners: Post Grant**

Adult Protection Services  
University of Washington  
Puyallup Tribe  
McChord Air Force Advocacy Center  
Ft. Lewis Family Advocacy Center  
Franciscan Health Care

**FAMILY JUSTICE CENTER BUDGET/FUNDING**

The Family Justice Center intends to attract additional funding to the community which will be used to support non-profit domestic violence agencies. The center concept is already drawing federal resources including the likelihood of a \$750,000 federal grant for domestic violence services operating out of the center (with a possibility of \$1.5 million over 5 years). This grant proposal was submitted by the county once the city council approved funding for the Family Justice Center in December 2004. Included in the county federal grant request is funding for the YWCA, KWA, United Methodist Urban Ministries, Sexual Assault Center of Pierce County, Alliance Against Domestic Violence and others. It is important to note that this grant looks at a comprehensive approach to domestic violence services as it provides funds for: LESA records to enhance their computerization of protection orders; the City of Tacoma for a criminal justice victim advocate; training for judges on domestic violence; and, transportation/translation funding.

While the above grant is one potential funding source for direct services, the city and county are also pursuing federal earmark appropriations for the next three years. These funds would assist with operational expenses, including rent and administrative costs. In order to receive these funds, the congressional delegations have indicated that they want to see the commitment of the City of Tacoma and Pierce County by having a center in operation prior to their funding commitment. The earmark request is for \$1 million over a 3 year period.

**Proposed Family Justice Center Budget**

	<b>Year 2005:</b>	<b>Year 2006:</b>
Center Operations Staff		
Salaries & Benefits: Included: Director, Asst. Director, Accountant/ Receptionist, IT Specialist	\$131,973	\$224,865
Equipment for Center	\$39,000	\$12,000
Supplies	\$48,825	\$29,200
Other Costs:		
Over-head (10% of budget)	\$57,700	\$44,000
Rent- Leased Space	\$54,167	\$130,000
Utilities: Electricity	\$6,000	\$10,000
Other Costs: Moving, Advertising, Computer install, copier, janitor, alarms monitoring etc.	<u>\$28,567</u>	<u>\$ 45,600</u>
<b>Total Operations:</b>	<b>\$270,365*</b>	<b>\$483,665</b>

\* Based on a start date of executive team staff of April 2005 with opening to be Fall 2005

Note: Criminal Justice Staff telephone and computer costs to be paid by various departments. Alarm and telephone install costs to be paid out of facilities costs

Facilities Costs: based on 10,000 sq ft @\$13/sf + remodel @ \$28/sf

2005 Costs only	
Architectural Fees	\$ 25,000
Remodel/construction	\$298,406
Security System Install	<u>\$ 10,000</u>

Total Remodel: \$333,406

<b>Total FJC Budget</b>	<b>\$616,406</b>	<b>\$ 483,665</b>
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**2005 COUNTY/CITY CONTRIBUTIONS**

**Capital Budget**

County funds	\$200,000.
Tacoma funds	\$115,000.
Lakewood funds	\$50,000.

Total	\$365,000
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Actual expenditure	\$333,406
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Contingency fund	\$31,594
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**Operations Budget**

County funds	\$127,000
Tacoma funds	\$135,000
Tribe funds	\$41,000

Total	\$303,000
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Actual expenditure	\$270,365
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Contingency fund	\$32,635
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