

## **Memorandum of Understanding Agency LAP Partnership Agreement**

### **I. Introduction**

THIS INTERLOCAL Memorandum of Understanding (MOU) is to establish a working agreement between Law Enforcement Agencies (LEA) in Yakima County for implementing the Lethality Assessment Program 2.0 – Maryland Model multi-jurisdiction subscription.

**AGREEMENT.** The LEA parties to this MOU agree to the following terms in exchange for access to the Lethality Assessment Program 2.0 (LAP):

1. LEA will work cooperatively with the Coordinating Agency, the City of Yakima (COY), and the Maryland Network Against Domestic Violence, to implement the LAP - Model and provide domestic violence services to victims.
2. Sign the Forsetti Joinder Agreement and abide by the End User Agreement (incorporated by reference into this agreement, see attachment A).
3. Use LAP model “as is” including utilizing the OVW-approved train-the-trainer curriculum and lethality screen tool.
4. Participate in LAP training and meetings when offered by COY, for the purpose of bringing back pertinent statewide information to the local team.
5. Upload required LAP data/screens, including, if possible, to Forsetti’s H.A.R.T database, in a timely manner.
6. Attend quarterly LAP meetings for the purpose of sharing positive feedback about the LAP process and specific implementers, troubleshooting any process or system issues before they become habits, and sharing information about related issues (e.g., risk factors, predominant aggressor, and sharing trends in process or data).
7. Be available to meet with the Coordinating Agency, Domestic Violence Service Programs, Law Enforcement Agencies, and other LAP partners to share information about trends in domestic violence, programmatic changes, further needs for victims, etc.
8. The Domestic Violence Service Program, the LEA, and the COY affirm the importance of providing victims with options for confidential services and support. All services provided by the Domestic Violence Service Program to the victim will be kept confidential except in the following circumstance. If the victim consents to information shared with the Law Enforcement Agency and the COY, then the Domestic Violence Service Program will obtain informed consent for the release of the information. When releases of information are required, they will be written, informed, and reasonably time limited.

9. No party shall have the power or authority to create any obligation on behalf of the other, either expressed or implied. No party is responsible for the manner in which the other party conducts its operations and the parties' officers, agents, and representatives shall not be construed as employees, agents, or representatives of the other parties for any purpose.
10. The parties to this MOU hereby acknowledge that the acts performed in furtherance of this MOU by officers, agents, or employees shall be deemed conclusively for a public and governmental purpose and all of the immunities from liability enjoyed by the parties when acting through their officers, agents or employees for a public or governmental purpose within their respective jurisdiction shall be enjoyed by the parties.
11. If any provision of this MOU shall be deemed invalid by a court of competent jurisdiction, the remainder of this Agreement, to the extent practicable, shall remain in full force and effect.
12. Any party to this MOU shall have the right to terminate it by providing 30 days written notice to the other.
13. Each party agrees that they have liability insurance to cover their operations and each party is responsible for their own compliance with the Forsetti End User Agreement.
14. In the event that one of the parties violates the Forsetti End User Agreement, whether intentionally, negligently, through an error, or omission, the violating party agrees to protect, defend, indemnify, and hold harmless the other parties of this agreement, their elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) resulting from the breach of the Forsetti End User Agreement. Each party will have the discretion to hire representation of their choice. Nothing contained in this Section or this MOU shall be construed to create a right of indemnification in any third party
15. This MOU is executed in Multiple counterparts, each one of which shall be deemed an original for each party.
16. Signatures and copies of signatures on this MOU transmitted through e-mail, facsimile, or other electronic means shall have the same effect as original signatures.
17. This MOU shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.
18. Each party shall approve this MOU by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City Manager and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. Pursuant to RCW 39.34.040 regarding methods of filing agreements(MOU) pursuant to the Interlocal Cooperation Act, a copy of this MOU shall be filed with the Yakima County Auditor, or, alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

19. Any provision of this MOU which imposes an obligation after termination or expiration of this MOU shall survive the term or expiration of this MOU and shall be binding on the parties.

IN WITNESS WHEREOF, the parties, by signing below, indicate their agreement to the above.

**Signed:**

**CITY OF YAKIMA**

By: \_\_\_\_\_  
Vicki Baker  
City Manager

Date: \_\_\_\_\_

Attest:

Rosalinda Ibarra, City Clerk

Contract Number:\_\_\_\_\_

Resolution Number: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF YAKIMA )

I certify that I know or have satisfactory evidence that Vicki Baker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Yakima, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:\_\_\_\_\_

**(Appropriate Name)**

\_\_\_\_\_  
Signature

Dan Ford  
Printed Name

City Manager  
Title

Attest:

\_\_\_\_\_  
Heidi Riojas, City Clerk

Contract Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF YAKIMA                    )

I certify that I know or have satisfactory evidence that Dan Ford is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Toppenish, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_  
City Clerk