

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF LACEY,  
OLYMPIA AND TUMWATER AND THURSTON COUNTY, RELATING TO  
HEALTH AND HUMAN SERVICES**

THIS AGREEMENT is made and entered into this 19<sup>TH</sup> day of DECEMBER 2011. The parties ("Parties") to this Agreement are the Cities of Lacey, Olympia, Tumwater (collectively "Cities"), and Thurston County ("County").

WHEREAS, the current public sector health and human service grant application process is burdensome to organizations, does not focus or create shared social service community outcomes and evaluations, is not nimble or flexible, and can stifle innovation; and

WHEREAS, best practices indicate that a regional approach enables more successful access to larger grant resources and creates opportunities to strengthen capacity, maximize efficiency, leverage resources and focus investments; and

WHEREAS, a regional health and human service grant application process that is tied to outcome evaluations and assessment tools builds better accountability, awareness of challenges and successes; and

WHEREAS, the public jurisdictions and not-for-profit agencies of Thurston County have a long history of leadership and collaboration and the greater Thurston community, including residents in the cities of Lacey, Olympia, Tumwater, and Thurston County, place a high value on successful partnerships, collaborations and working together to solve problems; and

WHEREAS, there is a sense of urgency to simplify the public sector health and human service grant application and evaluation process, enable more resources to be directed to providers, and create more collaborative and innovative partnerships;

WHEREAS, pursuant to RCW 39.34.030 and other Washington law any two or more public agencies are authorized to enter into agreements with one another for joint or cooperative action.

NOW THEREFORE, in consideration of the mutual terms, provisions and obligations contained herein, it is agreed by and between the Cities and the County as follows:

1. PURPOSE. The general objective(s) of this Agreement shall be as follows:
  - A. To establish parameters for continued participation in the Human Services Review Council (HSRC) under the existing agreement through 2012.

B. To establish a planning committee to make recommendations regarding the formation of a new county-wide health and human services coordinating entity.

2. HSRC PARTICIPATION FOR 2012. Each party to this Agreement shall:

A. Participate in the Human Services Review Council (HSRC) under the existing 1982 Interlocal Agreement and operating structure in 2012.

B. Provide funding in an amount equal to no less than 0.5 percent of the 2010 general sales and use taxes collected by the jurisdiction, excluding criminal justice and treatment sales tax collections.

3. DISSOLUTION OF HSRC. HSRC will dissolve permanently and the existing 1982 Interlocal Agreement creating the HSRC shall terminate, or otherwise be made null and void, on December 31, 2012. This dissolution provision shall constitute written notice, pursuant to the existing 1982 Interlocal Agreement, that each party that is a signature to this Agreement is withdrawing from the existing 1982 Interlocal Agreement at the end of 2012 and terminating that agreement.

4. PLANNING COMMITTEE. There shall be established a regional health and human services planning committee as follows:

A. Purpose. The committee shall be charged with making recommendations to the participating jurisdictions regarding the formation and authorization of a county-wide health and human services coordinating entity no later than June 30, 2012.

B. Membership. The planning committee shall consist of one elected official and the administrator, or his or her designee, from each participating jurisdiction.

C. Staffing. The Parties will each contribute administrative resources to support the work of the health and human services planning committee.

D. Recommendations for the formation and duties of a new county-wide health and human services coordinating entity shall provide for the following, at a minimum:

i. The entity shall have authority to establish, address, and monitor county-wide health and human service investment priorities and strategies;

ii. A process that will centralize the dissemination and monitoring of public resources including, but not limited to, requests for proposals, applications, contracting, reporting, and evaluations wherever possible;

iii. The packaging and leveraging and coordinating of multiple funding sources to fund and support health and human service programs, based on established priorities, wherever appropriate including but not limited to, the Treatment Sales Tax, Home Consortium, Community Development Block Grants, Federal Emergency Management Administration, and private resources available for shared priorities from sources such as United Way, and other similar organizations;

iv. A requirement for a financial commitment from each participating jurisdiction of no less than 0.5 percent of the prior year's general sales and use taxes collected by the jurisdiction, excluding criminal justice and treatment sales tax collections, to support health and human service programs based on established priorities;

v. Administrative Support for the regional health and human services coordinating entity;

vi. The pooling of resources into a central administrative entity with decision making authority using input from diverse community stakeholders.

E. The health and human services planning committee shall begin work no later than February 1, 2012 and complete its work by June 30, 2012. Recommendations shall be presented to the participating jurisdictions in order to implement regional health and human service delivery under the new format in January 2013.

5. TERM. This Agreement shall be in effect for one year commencing January 1, 2012 and terminating December 31, 2012. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

6. TERMINATION. Either Party may terminate its obligations under this Agreement upon 90 days advance written notice to the other Parties.

7. ADMINISTRATION – ACQUISITION OF PROPERTY. This Agreement will be administered by the County. It is not anticipated that real or personal property will be acquired by the parties under the terms of this Agreement, therefore there is no need for provisions in this Agreement that specify the distribution of such property upon termination.

## 8. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose other than as specifically stated herein.

B. Recording. A copy of this Agreement shall be recorded by the County with the Thurston County Auditor.

C. Records. The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review the other Party's records with regard to the subject matter of this Agreement upon reasonable notice.

D. Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.

E. Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

F. Attorney's fees. In the event any of the Parties defaults on the performance of any terms of this Agreement or any Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

G. No waiver. Failure of any Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

H. Applicable Law. Washington law shall govern the interpretation of this Agreement. Thurston County shall be the venue of any lawsuit arising out of this Agreement.

I. Notices. Any notices required to be given by the Parties and so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

J. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

K. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

IN WITNESS THEREOF, the Parties have executed this Agreement.

**CITY OF OLYMPIA**



Doug Mah, Mayor

Date: 11-21-11

Approved as to form:



Tom Morrill, City Attorney

**CITY OF TUMWATER**



Pete Kmet, Mayor

Date: Nov 29, 2011

Attest:



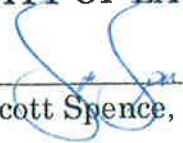
Irene M. Koester  
City Clerk

Approved as to form:



Karen Kirkpatrick, City Attorney

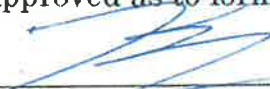
**CITY OF LACEY**



Scott Spence, City Manager

Date: 12/19/2011

Approved as to form:



Ken Ahlf, City Attorney

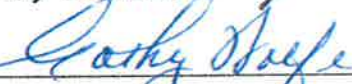
**THURSTON COUNTY BOARD OF COUNTY COMMISSIONERS**



Karen Valenzuela  
Chairman



Justin Jones  
Vice-Chairman



Cathy Hoyle  
Board Member

Date: November 15, 2011

Attest:



Robin # Courts (Acting)  
Clerk

Approved as to form:

PROSECUTING ATTORNEY

Jon Tunheim



Elizabeth P.  
Deputy Prosecuting Attorney