

**INTERLOCAL AGREEMENT CREATING THE
Thurston County Regional Health and Human Services Council**

This Interlocal Agreement is entered into by and between Thurston County (hereinafter the "County"), a political subdivision of the State of Washington, and the cities of Lacey, Olympia and Tumwater (hereinafter the "Cities"), municipal corporations within Thurston County, to create the **Thurston County Regional Health and Human Services Council** (hereinafter the "Council").

WHEREAS, the County and the Cities agree to work together and join resources necessary to address common gaps in meeting basic health and human services needs within this region;

WHEREAS, pooling and coordinating health and human services resources can be more effective in meeting these needs;

WHEREAS, there is a benefit to the participating Parties to develop common approaches utilizing Evidence Based and Promising Practices to meet these needs;

WHEREAS, creating a single Council with consolidated administrative services will increase efficiency and effectiveness in meeting these needs;

WHEREAS, the County and the Cities recognize the need to create a governance structure for the Council to manage the functions and decision-making process identified herein and hereafter;

WHEREAS, this Interlocal Agreement is made and entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act;

NOW THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the Parties agree as follows:

I. Purpose and Function of the Council

- A. The Thurston County Regional Health and Human Services Council is created and the purpose of the Council is to allocate a pool of public funding contributed by each participating jurisdiction to address unmet areas of need in health and human services, as well as look at avenues toward consolidation and collaboration of other health and human services funding.**

- B. The function of the Council is to set priorities, issue Requests for Proposals (RFP), decide which proposals should be awarded funds, and provide direction to the County to ensure better utilization of health and human resources in Thurston County.

II. Membership

- A. The initial membership is comprised of the four jurisdictions that are parties to this Interlocal Agreement. Other Thurston County jurisdictions may be eligible for membership on the Council if they are: 1) willing to contribute one half of one percentage of their sales tax revenue (*See section IV A for further detail*); and 2) willing to adhere to the conditions as set forth in this Interlocal Agreement and any Bylaws adopted by the Council.
- B. A Member jurisdiction may participate as a non-voting member of the Council without providing the full amount of funding with the unanimous agreement of the other Member jurisdictions. Such agreement will be accomplished by an amendment to this Interlocal Agreement.
- C. New jurisdictions may request to become members prior to July of the year preceding the funding year to which they intend to contribute funds.
- D. The Council may accept new members, with the agreement of all the participating members through an amendment to this Interlocal Agreement.

III. Council Organization and Authority

- A. The Council membership will include one (1) elected official from each participating jurisdiction to serve as a representative and one (1) elected official to serve as an alternate. Representatives will participate in all activities and report to their respective legislative bodies. Staff from participating jurisdictions may also attend and participate in administrative functions at the direction of their Council members.
- B. The Council shall:
 - 1. **Bylaws.** Adopt a set of bylaws setting forth the manner in which it will perform its functions.
 - 2. **Decision Processes.** Develop a set of decision process protocols based on best practices. The Council will adopt these protocols prior to issuing RFPs and making decisions on which proposals should receive funding.
- C. Voting
 - Each of the initial four (4) participating jurisdictions in the Agreement shall have an equal vote in recommendations for the allocation of the available funding and selection of the proposals that should receive funding. Future expansion of the Council to allow new participating jurisdictions shall require revision of this Interlocal Agreement including revision of provisions regarding decision making and voting.
 - 1. Council members' eligibility to vote on a contract award derived from a specific fund source is determined by that jurisdiction's legal authority to allocate those funds. If the jurisdiction is not, for example, part of the Urban Region as determined by HUD, they are not eligible to vote on Community

Development Block Grant Entitlement awards if that fund source becomes part of this Council's portfolio for contracting in the future.

2. All allocations of funds with the exception of administrative costs as set forth in subsection E hereof, shall be pursuant to contracts for services let by the County which recognizes that all funds to be administered pursuant to the terms of this Interlocal Agreement are public funds and subject to all provisions of state statute and the Washington State Constitution.

D. Chairing

The Council shall annually elect a Chair and Vice Chair. The duties of the Chair shall be to preside over Council meetings and provide the direct link of the Council with the administrative staff providing administrative activities as set forth in subsection E hereof. The Vice Chair shall serve in the absence or inability of the Chair.

E. Council Staff

1. The County shall provide administrative staffing for the Council until a different jurisdiction is designated as the staffing agency by an amendment to this Interlocal Agreement. Staff functions may include: 1) support for the Council activities in support of their member(s) including staffing the meetings; 2) contract management; 3) preparation and distribution of RFPs; 4) review and summary of responses to RFPs; and, 5) resources for special projects (i.e. data collection, quality improvement and reports).

2. Administrative staff functions shall be funded in their entirety through the administrative allocation of the Council. Staff functions and thereby costs shall not exceed allocated administrative funding. Staff costs shall be determined by the jurisdiction providing these services.

3. Administrative costs are targeted at ten (10) percent of the approved funding contribution by the participating jurisdictions. As additional fund sources are added, the administrative percentage of the new funds will be evaluated. Any change to increase the allocation beyond ten percent will require an amendment to this Interlocal Agreement.

4. All funds contributed by members of the Council and any other funds devoted to the purposes set forth in this Interlocal Agreement, shall be deposited in the treasury of the County for the period in which the funds are to be expended.

5. The bylaws adopted by the Council pursuant to Section III.B.1. will also clarify the relationship and functions of administrative staff to the Council.

F. Meetings

1. All meetings of the Council shall be open and public as provided for in Title 42.30 RCW.

2. The Council shall adopt a resolution setting forth all regularly scheduled meetings for the year.

3. Any meeting held outside of a regularly scheduled meeting shall be considered a special meeting pursuant to RCW 42.30.080.
 4. The Council, through the Member jurisdiction providing the administrative staff functions, will make all materials related to the RFP process, applications, reports and other related materials available for public review.
- G. Regional Projects
- The Council may implement certain regional projects, including but not limited to the following:
1. Develop regional health and human services database;
 2. Develop a single application for all RFPs/contracts;
 3. Develop performance measures for contracts;
 4. Develop service priorities;
 5. Identify future fund sources, e.g. HOME and CDBG Entitlement;
 6. Identify potential cross County/City coordination of resources for management of the Council;
 7. Employ utilization management practices.

IV. Funding Principles

- A. The funding contribution from each jurisdiction shall be due by January 31st of each year. The funding contribution from each jurisdiction shall consist of a minimum, annual amount of not less than one half of one percent of the last full year of general sales and use taxes collected pursuant to RCW 82.14.030(1) as of the time the jurisdiction is adopting its budget. For example, the 2013 funding contribution for a jurisdiction adopting its budget in the fall of 2012 would be based upon the 2011 full year of collections. In addition, any of the jurisdictions may choose to contribute additional funding, subject to the approval of the Council and the requirements of the applicable fund source. These funds will be incorporated as part of the Council's purview. Funds remaining at the end of a calendar year shall be available for expenditure in the following year. The County shall earmark such funds for future expenditure, and, if necessary, budget the same in the adoptive budget for the ensuing year.
- B. If a jurisdiction chooses to withdraw from the Council, the funding from that jurisdiction that has already been deposited by the jurisdiction shall remain in the account created by the County until expended for purposes set forth in this Interlocal Agreement. If the Council disbands, unobligated funding shall be returned to each participating jurisdiction through a formula based on a percentage of what each jurisdiction contributed for the most recent year.
- C. Funds will be awarded through contracts issued by the County to service providers qualified to offer the requested services in a timely manner based on fund awards by the Council.

- V. Termination Clause** It is the intent of the Parties that this Interlocal Agreement shall continue in force until amended or terminated. This Interlocal Agreement will terminate upon: 1) withdrawal of all but one (1) participating jurisdiction; or, 2) the unanimous decision of all participating Parties to terminate the Interlocal Agreement.
- VI. Legal Scope** This Interlocal Agreement creates no separate legal entity.
- VII. Publication** Prior to its entry into force, this Interlocal Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites of the County and Cities as provided by RCW 39.34.040.
- VIII. Effective Date** This Interlocal Agreement shall be effective upon the last signature of all the Parties hereto.
- IX. Waiver** No waiver by any party of any term or condition of this Interlocal Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.
- X. Amendment** The provisions of this Interlocal Agreement may be amended with the unanimous approval of all Parties. No additions to, or alterations of, the terms of this Interlocal Agreement shall be valid unless made in writing and formally approved and executed by the duly authorizing agents of all Parties. Amendments to the Interlocal Agreement executed prior to July will take affect the following fiscal year.
- XI. Applicability of Law** This Interlocal Agreement is and shall be construed as being executed and delivered within the State of Washington and it is mutually understood and agreed by each party hereto that all Agreements and Statements of Work shall be governed by laws of the State of Washington, both as to interpretation and performance. The Parties agree that the venue for enforcement of any provisions shall be the Superior Court of Thurston County.
- XII. Severability** If any section or part of this Interlocal Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.
- XIII. Entire Agreement** The Parties agree that this Interlocal Agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Further, any modifications of this Interlocal Agreement shall be in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement to be executed by the dates and signature herein under affixed. The persons signing this Interlocal Agreement on behalf of the Parties represent that each has authority to execute this Interlocal Agreement on behalf of the Party entering into this Interlocal Agreement.

Thurston County

City of Lacey

Cathy Wolfe, Chair of the Board

Scott Spence, City Manager

Date

Date

Approved as to form:
JON TUNHEIM
PROSECUTING ATTORNEY

Approved as to form:

By: _____
Deputy Prosecuting Attorney

By: _____
Ken Ahlf, City Attorney

City of Olympia

City of Tumwater

Stephen H. Buxbaum, Mayor

Pete Kmet, Mayor

Date

Date

Approved as to form:

Approved as to form:

By: *Tom C Morrill*
Tom Morrill, City Attorney

By: _____
Karen Kirkpatrick, City Attorney