

INTERLOCAL AGREEMENT
between
THURSTON COUNTY and THE TOWN OF BUCODA AND THE CITIES OF LACEY,
OLYMPIA, RAINIER, TENINO, TUMWATER and YELM
for
ADMINISTRATION, IMPLEMENTATION AND ACCOUNTABILITY MEASURES
ASSOCIATED WITH LOCAL SALES TAX FUNDS DEDICATED TO PREVENTION AND
EARLY INTERVENTION STRATEGIES TO REDUCE CRIME
(The Family Investment Initiative)

THIS AGREEMENT is between Thurston County, a political subdivision of the State of Washington, hereinafter referred to as “the County”, and the Town of Bucoda, and the Cities of Lacey, Olympia, Rainier, Tenino, Tumwater and Yelm, each of which is a municipal corporation of the State of Washington. Pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, the parties have agreed to dedicate to a shared Prevention and Early Intervention Fund certain revenues that will be generated by voter approval in November 2007 of sales tax authorized by RCW 82.14.450. The parties have further agreed to establish measures to assure that this Fund is administered well. This Interlocal Agreement establishes the terms and conditions of how the Fund and its implementation strategies will be administered.

I. Term.

The term of this Agreement is from November 7, 2007 to November 1, 2027, provided that the voters of Thurston County approve the November 6, 2007 ballot measure that would establish 3/10 of 1% sales tax dedicated to funding new and expanded proven, research-based prevention and early intervention strategies and criminal justice purposes throughout Thurston County, for a period of 20 years, in accordance with the provisions of RCW 82.14.450.

II. Interests.

This Interlocal Agreement and its implementation are intended to address the following interests, which are shared by the parties.

- Assurance based on proven research that programs selected for financing by the Fund will be successful
- Expansion of existing programs or establishment of programs not currently implemented in Thurston County but no use of the Fund for programs financed with local government funds as of the date of execution of this Agreement
- Assurance of effective program implementation
- Fiscal accountability, including assurance of audits, internal controls and independent evaluations of strategies and programs
- Fairness and appearance of fairness
- Equity in service delivery
- Program decision-making should include consideration of equal access to services by all citizens of Thurston County
- Utilization of existing systems, whenever possible

- Avoidance of conflict of interest between administration and grant recipients
- Recognition that administration costs occur with both the overall program and with each operating agency
- Assurance that administrative costs are not excessive and do not detract from the funds available to deliver services
- Sufficient time to fairly evaluate strategy results
- Consistency with RCW 82.14.450 and other relevant State statutes

III. Fund Establishment.

A. The parties agree that they shall contribute revenue from their respective allocations of the dedicated countywide 3/10 of 1% sales tax to a Prevention and Early Intervention Fund (hereinafter called “the Fund”), as follows:

1. Thurston County shall contribute 66.7% of its revenue from this tax.
2. The Cities of Lacey, Olympia, Tumwater and Yelm shall each contribute 50% of their respective revenues from this tax.
3. The Town of Bucoda and the Cities of Rainier and Tenino may contribute revenues to the Fund.

B. The Thurston County Treasurer shall establish a Fund into which these revenue contributions shall be deposited.

C. The Fund shall be administered by the Board established in Section IV of this Interlocal Agreement.

IV. Board.

A. **Composition.** The parties agree to establish a Board comprised of one elected official from the County and one from each City and Town. The legislative body of each jurisdiction shall select that jurisdiction’s Board member. In addition to the Board members, each jurisdiction shall select one alternate, who shall also be an elected official.

B. **Quorum.** A quorum of six Board members shall be required for any decision.

C. **Voting.** Each jurisdiction (the County and each City) shall have one vote, regardless of whether they contribute to the Fund; however, a supermajority shall be required for any decision, as follows:

| # Jurisdictions Present | # Required for Decision |
|-------------------------|-------------------------|
| 8 | 6 |
| 7 | 5 |
| 6 | 5 |

Alternates may only participate and/or vote if the Board member from the same jurisdiction is absent. Staff from each jurisdiction may attend Board meetings but cannot vote.

E. **Conflict of Interest.** Board members shall recuse themselves from voting on matters where they have a conflict of interest, including if they are members of the board of any entity being considered for funding from the funds administered by the Board.

D. **Responsibilities.** The Board shall be responsible for the following functions and shall consider the interests described in Section II of this Agreement in conducting its responsibilities:

1. Establishment of Bylaws, consistent with this Interlocal Agreement.
2. Establishment of a Technical Advisory Committee or other method of obtaining technical expertise.
3. Selection of prevention and early intervention strategies for reducing crime to be financed by the Fund, provided that the strategies prioritized in the citizens report of December 2006, which is attached hereto as Exhibit 1, that recommended the dedicated sales tax shall be considered a high priority for initial implementation.
4. Selection and appointment of, and assignment of responsibilities to, an Administrator, who shall be accountable to the Board.
5. Selection of a qualified independent entity to serve as the administrative “home” for purposes of budgeting, accounting, payroll, and other administrative services.
6. Adoption of annual operating budgets.
7. Establishment of program standards and evaluation criteria.
8. Selection of and contracting with credible organizations for service delivery.
9. Publication of an annual report to the public and the local jurisdictions describing the selected strategies, how they were implemented, changes in selected baseline data and Fund expenditures.
10. In-depth evaluation of the strategies and programs for which the Fund was used (this work may be contracted to a qualified evaluator or evaluation team) and publication of a comprehensive report to the public and local jurisdictions documenting the programs, outcomes and successes, with recommendations for potential strategy and program changes every five years.
11. Termination of funding for any program for which the evaluation does not demonstrate effective results.

V. Amendments.

This Agreement may be amended by written agreement of the parties, provided that such amendment must be approved by the legislative body of each participating jurisdiction.

VI. Administrative Agents.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified or registered mail to the following:

Any notice to the County shall be sent or delivered to:

Mr. Don Krupp, Chief Administrative Officer
2000 Lakeridge Dr. S.W.
Olympia, WA 98502-6045

Any notice to the Town of Bucoda shall be sent or delivered to:

Mayor Kathy Martin
Town of Bucoda
PO Box 10
Bucoda, WA 98530-0010

Any notice to the City of Lacey shall be sent or delivered to:

Mr. Greg Cuoio, City Manager
City of Lacey
420 College Street SE
Lacey, WA 98503

Any notice to the City of Olympia shall be sent or delivered to:

Mr. Steve Hall, City Manager
City of Olympia
PO Box 1967
Olympia, WA 98507

Any notice to the City of Rainier shall be sent or delivered to:

Mayor Nancy C. Decker
Mayor of Rainier
PO Box 258
Rainier, WA 98576

Any notice to the City of Tenino shall be sent or delivered to:

Mayor Ken Jones
Mayor of Tenino
PO Box 4019
Tenino, WA 98589

Any notice to the City of Tumwater shall be sent or delivered to:

Mayor Ralph Osgood
Mayor of Tumwater
555 Israel Road SW
Tumwater, WA 98501