

**RESOLUTION NO. BHO 16-14**

**A RESOLUTION OF THE THURSTON-MASON BEHAVIORAL HEALTH ORGANIZATION  
GOVERNING BOARD ESTABLISHING AN AGREEMENT WITH  
MASON COUNTY FOR FACILITY PURCHASE**

**WHEREAS**, chapter 39.34 RCW permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage; and

**WHEREAS**, Mason County shall provide \$275,000 from Sales and Use Tax for Chemical Dependency or Mental Health services as defined in RCW 82.14.460 to be used to purchase and renovate a building in Mason County to provide behavioral health diversion services for mentally ill individuals.

**WHEREAS**, the facility will be used for the purpose detailed in TMBHO's 2016 Community Behavioral Health Beds-Acute and Residential grant application submitted to the Washington State Department of Commerce (DOC) for a minimum of ten (10) years.

**WHEREAS**, the building purchased and renovated will belong to TMBHO. Should TMBHO elect to sell the property after ten (10) years, Mason County reserves the right of first refusal. If the facility is sold, TMBHO will reimburse Mason County the original \$275,000 investment.

**NOW, THEREFORE**, in consideration of the promises recited herein and the mutual benefits to be derived and to coordinate their efforts is mutually agreed by the Parties as follows:

ADOPTED by the Board of the Thurston-Mason Behavioral Health Organization, at a regular meeting thereof held on the 15th day of December, 2016.

ATTEST:

  
Tina Gehrig, Clerk of the Board

Thurston-Mason Behavioral Health  
Governing Board

  
Bud Blake, Chair

Approved As To Form:  
Jon Tunheim, Prosecuting Attorney

  
Terri Jeffreys, Vice-Chair

absent  
Cathy Wolfe, Commissioner

**INTERLOCAL AGREEMENT  
BETWEEN MASON COUNTY  
and the  
THURSTON MASON BEHAVIORAL HEALTH ORGANIZATION**

This Interlocal Agreement (AGREEMENT) is made and entered into pursuant to the provisions of Chapter 39.34 RCW Interlocal Cooperation Act by and between Mason County (COUNTY) and the Thurston Mason Behavioral Health Organization (BHO) collectively known as the parties to this AGREEMENT.

**Purpose:**

Provide \$275,000 from Sales and Use Tax for Chemical Dependency or Mental Health Services as defined in RCW 82.14.460 to be used to purchase and renovate a building in Mason County to provide behavioral health diversion services for both inappropriate incarceration of the mentally ill from jail and inappropriate utilization of local hospital emergency department by individuals with behavioral health disorders.

**Term:**

The facility will be used for the purpose detailed in BHO's 2016 Community Behavioral Health Beds-Acute and Residential grant application submitted the Washington State Department of Commerce (DOC) for a minimum of ten (10) years.

**Ownership:**

The building purchased and renovated will belong to the BHO. Should the BHO become defunct, ownership of the building will be transferred to Mason County. Should the BHO elect to sell the property after ten (10) years COUNTY reserves the right of first refusal. If the facility is sold BHO will reimburse COUNTY's original \$275,000 investment.

**Administration:** COUNTY and BHO have designated the following representatives to serve as the Administrators for this AGREEMENT. The parties agree to provide notification to the other party of change of designated Administrator.

**COUNTY:**

Frank Pinter  
Support Services Director  
Mason County  
411 N. 5th Street  
Shelton, WA 98584  
Phone: 360-427-9670 Ext. 530  
FPinter@co.mason.wa.us

**BHO:**

Mark Freedman  
412 Lilly Road NE  
Olympia, WA 98506  
Phone: 360-867-2558  
E-mail: freedman@co.thurston.wa.us

**Notices and Written Communication:** Notices and other communication may be conducted via e-mail, U.S. mail, fax, hand-delivery or other generally accepted manner including delivery services.

**Indemnification:**

1. Mutual Indemnity. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

2. Survival of Indemnity Obligations. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this AGREEMENT.

**Independent Capacity:**

Employees or agents of each party who are engaged in the performance of this AGREEMENT shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**Assignment and Subcontracting:**

The performance of all activities contemplated by this AGREEMENT shall be accomplished by BHO. No portion of this AGREEMENT may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of COUNTY.

**Non-Discrimination in Employment:**

COUNTY's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

BHO shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations; rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, BHO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

**Non-Discrimination in Customer Services:**

BHO shall not discriminate on the grounds of race, color, creed, religion, national origin, sex,

age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this AGREEMENT; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this AGREEMENT; or deny an individual or business an opportunity to participate in any program provided by this AGREEMENT.

**Compliance with Applicable Laws, Rules and Regulations:**

This AGREEMENT shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, political subdivisions of the State of Washington and Mason County. BHO also agrees to comply with applicable Federal, State, County or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

**Amendments:**

Either party may request changes in the AGREEMENT. Any and all agreed amendments, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

**Right to Review:**

This AGREEMENT is subject to review by any Federal, State or COUNTY auditor. COUNTY or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by COUNTY's AGREEMENT Administrator or by COUNTY's Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by COUNTY agents or employees, inspection of all records or other materials which COUNTY deems pertinent to the AGREEMENT and its performance, and any and all communications with or evaluations by service recipients under this AGREEMENT. BHO shall preserve and maintain all financial records and records relating to the performance of work under this AGREEMENT for six (6) years after AGREEMENT termination, and shall make them available for such review, within Mason County, State of Washington, upon request. BHO also agrees to notify the COUNTY's AGREEMENT Administrator in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this AGREEMENT. If no advance notice is given to BHO, then BHO agrees to notify the COUNTY's AGREEMENT Administrator as soon as it is practical.

**Disputes:**

Differences between COUNTY and BHO, arising under and by virtue of the AGREEMENT. Documents, shall be brought to the attention of COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Decisions of COUNTY's Administrator shall be final and conclusive.

**Venue and Choice of Law:**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this AGREEMENT, the venue of such action of litigation shall be in the courts of the State of Washington in and for Mason County. Unless otherwise specified herein, this AGREEMENT shall be governed by the laws of Mason County and the State of Washington.

**Severability:**

If any term or condition of this AGREEMENT or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this AGREEMENT are declared severable.

**Waiver:**

Waiver of any breach or condition of this AGREEMENT shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this AGREEMENT shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of COUNTY to insist upon strict performance of any of the covenants of this AGREEMENT, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or contracts, but the same shall be and remain in full force and effect.

**Order of Precedence:**


- A. Applicable federal, state and county statutes, regulations, policies, procedures, federal Office of Management and Budget (OMB) circulars and federal and state executive orders.
- B. AGREEMENT
- C. Attachment A-2016 Community Behavioral Health Beds-Acute and Residential grant application.

**Entire Agreement:**


This written AGREEMENT, comprised of the writings signed or otherwise identified and attached hereto, represents the entire AGREEMENT between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**IN WITNESS WHEREOF, COUNTY and BHO have executed this AGREEMENT as of the date and year last written below.**

**THURSTON MASON  
BEHAVIORAL HEALTH ORGANIZATION**

  
\_\_\_\_\_  
Dated: 12/15/16

**BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Terri Jeffreys, Chair  
Dated: 12/15/16

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tim Whitehead, Chief DPA