



**WORKSESSION
LACEY CITY COUNCIL
THURSDAY, MARCH 5, 2015
7:00 – 9:15 P.M.
LACEY CITY HALL, 420 COLLEGE STREET SE**

AGENDA

- 7:00** **TREATMENT SALES TAX GRANT APPLICATION AND
MEMORANDUM OF UNDERSTANDING**
DAVE SCHNEIDER, CITY ATTORNEY
(ATTACHMENT)
- 7:15** **NEONICOTINOIDS DISCUSSION**
SCOTT SPENCE, CITY MANAGER
(VERBAL REPORT-NO ATTACHMENT)
- 7:45** **ECONOMIC DEVELOPMENT UPDATE**
RICK WALK, COMMUNITY DEVELOPMENT DIRECTOR
GEORGE SMITH, ECONOMIC DEVELOPMENT COORDINATOR
(PRESENTATION-NO ATTACHMENT)
- 8:15** **6-YEAR STRATEGIC FINANCE PLAN DISCUSSION**
TROY WOO, FINANCE DIRECTOR
(VERBAL REPORT-NO ATTACHMENT)
- 9:15** **ADJOURN**



LACEY CITY COUNCIL WORKSESSION
March 5, 2015

SUBJECT: Treatment Sales Tax Grant Application and Memorandum of Understanding.

RECOMMENDATION: Approve the Memorandum of Understanding relating to the Treatment Sales Tax Grant Application and authorize the City Manager to sign said Memorandum.

STAFF CONTACT: Scott Spence, City Manager 
David Schneider, City Attorney

ORIGINATED BY: City Manager & City Attorney

ATTACHMENTS: 1. [Memorandum of Understanding](#)

FISCAL NOTE: The Diversion/Re-entry Specialist position will be funded by Treatment Sales Tax revenues.

PRIOR REVIEW: None.

BACKGROUND:

In 2008 the Thurston County Board of Commissioners enacted a Treatment Sales Tax (TST) to assist Thurston County residents impacted by substance abuse and mental health issues. On January 7 of this year, the Commissioners approved release of \$100,000 of this tax for community grants.

The funds must be used solely for the purposes of providing for the operation or delivery of chemical dependency or mental health treatment programs and services. The County's TST program currently funds the County's therapeutic courts, to include Drug Court, DUI Court, Mental Health Court and Veterans Court. The County's TST program also funds the Thurston County Correctional Facility (TCCF) mental health services, chemical dependency services and diversion/re-entry services.

The City of Lacey, in conjunction with the City of Tumwater, would like to make application for this TST grant. The Cities currently contract with the Nisqually Tribe for jail beds for misdemeanants. The application will be for the position of Diversion/Re-entry Specialist for the Nisqually Jail. Currently, there is no Re-Entry/Diversion position available at the Nisqually Jail to address offenders with chemical dependency or mental health issues. The cities agree that such a position

would provide needed help and services for offenders from both jurisdictions, as well as saving on incarceration costs. This application would complement the Nisqually Tribe's pending grant application to US-DOJ Coordinated Tribal Assistance Solicitation (CTAS) Grant for a re-entry specialist, chemical dependency and mental health specialist for tribal offenders.

To be considered complete, a joint application must include an MOU between the partnering jurisdictions. The main points of the proposed MOU are as follows:

- Lacey agrees to submit the application;
- If awarded, Lacey agrees to contract with Thurston County, manage the program, administer the grant funds, and be responsible for any reporting requirements;
- Lacey agrees to communicate with Tumwater on issues related to the scope of the program;
- Both parties agree to advise the other on benefits achieved; and
- Both parties agree to enter into subsequent agreements as necessary to implement the program.

ADVANTAGES:

1. A joint application provides a better opportunity for receiving the TST grant.
2. The MOU will provide the opportunity for the Cities of Lacey and Tumwater to file a joint application for the TST grant.
3. The MOU provides direction for the City of Lacey in the event the TST grant is awarded.

DISADVANTAGES:

1. No disadvantages are foreseen.

**Memorandum of Understanding between the
City of Lacey and the City of Tumwater**

Request for 2015 TST Community Grant

This Memorandum of Understanding is made and entered into as of the date of the last signature hereon by and between the City of Tumwater, a municipal corporation, hereinafter referred to as “Tumwater”, and the City of Lacey, a municipal corporation, hereinafter referred to as “Lacey.”

WHEREAS, the parties each contract with the Nisqually Tribe for misdemeanor jail services; and

WHEREAS, there is no Re-Entry/Diversion position currently available at the jail to address chemical dependency or mental health issues and the parties agree that such a position would provide needed help and services for offenders from both jurisdictions, as well as saving on incarceration costs; and

WHEREAS, it is the understanding of the parties that Thurston County has found value in a similar position at the Thurston County Jail; and

WHEREAS, a Thurston County Treatment Sales Tax (TST) grant in the amount of \$100,000 is available; and

WHEREAS, the parties agree that a Re-Entry/Diversion position at the Nisqually Jail would be an appropriate use of TST funds; and

WHEREAS, a Memorandum of Understanding (MOU) is required when multiple parties are submitting a joint application.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties agree as follows:

1. Lacey, on behalf of itself and Tumwater, will submit a 2015 Thurston County Treatment Sales Tax Community (TST) Grant application.
2. If awarded, Lacey will contract with Thurston County, manage the program, administer the grant funds and be responsible to Thurston County for any reporting requirements.
3. Lacey will communicate with Tumwater on issues related to the scope of the Re-Entry/Diversion Program and each party will advise the other on benefits

achieved. Both parties desire the Program to have a positive change in attitudes, knowledge, skills, perceptions, and behavior of those served.

4. The parties agree to enter into subsequent agreements as necessary to implement the Program.

5. This MOU shall commence upon receipt by Lacey of the TST grant and will remain in effect so long as joint TST grant funds are available.

6. The parties mutually agree to defend, indemnify and hold the other, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, to the extent caused by each entity's respective negligence in performance of its responsibilities under this Agreement.

7. Prior to entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

8. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this Agreement shall be the Superior Court of Thurston County.

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Understanding this _____ day of March, 2015.

CITY OF LACEY

CITY OF TUMWATER

Scott Spence, City Manager

Pete Kmet, Mayor

Date: _____

Date: _____

Approved as to form:

Approved as to form:

David Schneider, City Attorney

Karen Kirkpatrick, City Attorney