

# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 06-15-2021	<b>PREPARED BY:</b> Kyle Sullivan
<b>Meeting Date Requested:</b> 06-22-2021	<b>PRESENTED BY:</b> Kyle Sullivan
<b>ITEM:</b> (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board <span style="margin-left: 300px;">Time needed:</span>	
<b>SUBJECT:</b> Memorandum of Agreement between Benton and Franklin Counties regarding the provisions of services by the Human Services Department	
<b>FISCAL IMPACT:</b> Benton County will bill Franklin County \$4,650 monthly for the first twelve (12) months. The monthly fee payable for each successive twelve-month period shall be increased by Two and One-Half Percent (2.5%)	
<b>BACKGROUND:</b> Benton and Franklin Counties operated as a bi-county department for a number of years without a formal agreement. Decisions were made toward the end of 2019 to bifurcate the Human Services Department and a Memorandum of Agreement was made between Benton and Franklin Counties for the provisions of Human Services. That agreement was effective as of January 1, 2020. The term ends June 30, 2021. There are a number of State of Washington grants and programs administered by the Human Services Department that the State encourages to be provided on a regional basis rather than on an individual county basis for efficiency. The new agreement runs from July 1, 2021 to June 30, 2025.	
<b>RECOMMENDATION:</b>  Recommend the BOCC approve the Memorandum of Agreement	
<b>COORDINATION:</b> Keith Johnson, Franklin County Administrator Jerrod MacPherson, Benton County Administrator	
<b>ATTACHMENTS:</b> (Documents you are submitting to the Board)  Resolution and Memorandum of Agreement	
<b>HANDLING / ROUTING:</b> (Once document is fully executed, it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf)  Originals to Benton County for Approval, Copy to Keith Johnson	

*I certify the above information is accurate and complete.*

Deena Horton for Kyle Sullivan Name, Title

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND FRANKLIN COUNTY, WASHINGTON;**

**RE: MEMORANDUM OF AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES REGARDING THE PROVISION OF SERVICES BY THE BENTON-FRANKLIN HUMAN SERVICES DEPARTMENT**

**WHEREAS,** pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of their respective counties; and,

**WHEREAS,** Benton and Franklin Counties had operated a bi-county Department of Human Services for decades without a formal agreement; and

**WHEREAS,** certain State of Washington grants and programs administered by the Department of Human Services are provided on a regional basis rather than on an individual county basis; and,

**WHEREAS,** Benton and Franklin Counties entered into an agreement with an effective date of January 1, 2020 that expires June 30, 2021 and wish to continue with another agreement with an effective date of July 1, 2021 and run through June 30, 2025; and

**WHEREAS,** both Benton and Franklin Counties' Boards of Commissioners find it in the best interest of their individual constituencies to continue to provide essential services at a regional level.

**NOW, THEREFORE, BE IT RESOLVED,** that the Boards of Commissioners for Benton and Franklin Counties do hereby approve the attached Memorandum of Agreement for Provisions of Services by the Human Services Department.

**BE IT FURTHER RESOLVED,** The Agreement start date is July 1, 2021 and ends June 30, 2025

Dated this ..... day of ....., 2021

Dated this ..... day of ....., 2021

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners,  
Franklin County, Washington

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

**MEMORANDUM OF AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES REGARDING THE  
PROVISION OF SERVICES BY THE BENTON-FRANKLIN HUMAN SERVICES DEPARTMENT**

WHEREAS, Benton and Franklin counties (the "Counties") jointly managed and operated the Benton-Franklin Human Services Department for decades prior to January 1, 2020, without any formal operating agreement;

WHEREAS, during that time the department operated as a bi-county agency, with employees being considered employees of both counties and management decisions being made by both Boards of County Commissioners;

WHEREAS, during that time Benton County acted as the administrative agency with the department employees following Benton County policies, department funds being held by the Benton County Treasurer, and department payments generally being made by the Benton County Auditor's Office;

WHEREAS, in late 2019, the Counties agreed that a written agreement for the operation of the department would be prudent and that through at least June 30, 2021, the department shall operate as a Benton County Department managed solely by Benton County that will provide services to Franklin County residents to the extent grant funds allow, in return for payment by Franklin County of certain fees;

WHEREAS, the Counties now agree that Benton County will continue to provide services to Franklin County under the terms set forth below upon the expiration of the existing agreement and effective July 1, 2021;

WHEREAS, Chapter 39.34 RCW permits the Counties to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will accord best with geographic, economic, population and other factors influencing the needs of the Counties;

NOW THEREFORE, IT IS MUTUALLY AGREED by the Counties as follows:

1. **Benton County Human Services Department.** Effective as of July 1, 2021, Benton County Human Services Department (the "Department") shall provide the services set forth herein to Franklin County. All management of the Department will be at the sole discretion of Benton County, and all staff of the Department shall be solely Benton County employees.

2. **Services for Franklin County.** In return for the consideration set forth herein, the Department will provide the following services to Franklin County during the term of this Agreement or such other period as specified; provided, neither the Department nor Benton County is obligated to use current expense dollars to directly fund any of these services:

a. Administer Franklin County's portion of the Consolidated Homeless Grant from the Department of Commerce.

b. Administer Franklin County's portion of the Community Development Block Grant from the Department of Housing and Urban Development (HUD) through June 30, 2022, take reasonably necessary steps to apply for a similar grants for the period July 1, 2022, through June 30, 2025, and, if awarded, administer those grants on behalf of Franklin County.

- c. Administer Franklin County's portion of a second Community Development Block Grant from the Department of Commerce to provide housing assistance to the non-entitlement areas of the Counties (CDBG CV-1 grant) through January 31, 2023.
- d. Apply for and, if received, administer Franklin County's portion of a third Community Development Block Grant from HUD (CDBG CV-2 grant) to provide COVID related rental and utility assistance to the non-entitlement areas of the Counties through January 31, 2023.
- e. Administer Franklin County's share of the current Shelter Plus Care grant from HUD and seek a similar grants for the period November 1, 2021, through October 31, 2024; provided, no services beyond that date are agreed to under this Agreement.
- f. Take reasonably necessary steps to apply for Franklin County's portion of a grant from the Developmental Disabilities Administration and administer the same if awarded through June 30, 2022; and take reasonably necessary steps to apply for similar grants for July 1, 2022, through June 30, 2025, and, if awarded, administer those grants on behalf of Franklin County.
- g. Administer Franklin County's portion of the Prevention Services agreement with the Washington State Healthcare Authority through June 30, 2022, take reasonably necessary steps to apply for similar grants for the period July 1, 2022, through June 30, 2025, and, if awarded, administer those grants on behalf of Franklin County.
- h. The Department shall through June 30, 2025, continue to provide services to Franklin County with respect to its homeless housing and affordable housing programs as set forth in Franklin County Resolutions 2012 035 and 2012 087; provided, in accordance with current practice in return for these services Franklin County shall pay Benton County: (1) five (5) percent of the surcharge collected by Franklin County under RCW 36.22.178; (2) thirty (30) percent of the budget for Fund No. 188 entitled Ending Homelessness as direct reimbursement for certain operating expenses; and (3) six (6) percent of the surcharge collected by Franklin County under RCW 36.22.179.
- i. The Department shall through June 30, 2025, continue to provide services to Franklin County with respect to the administration of Franklin County's Veterans Assistance Fund; provided, Benton County shall compute the direct and indirect costs incurred in providing this service, which amount shall not exceed eight (8) percent of the fund's budget for the period being billed, and invoice Franklin County no sooner than July 31, 2021, for costs incurred in January through June of 2021; and no sooner than July 31<sup>st</sup> of the years 2022 through 2025 for each twelve month period preceding the billing. Franklin County shall pay such invoices within twenty (20) days of receipt.
- j. Administer Franklin County's portion of the current agreement and any subsequent agreements with Debbie Chapman to help transition developmentally delayed student into the work force upon completion of high school.
- k. The Department shall administer the following contracts that Franklin County has entered into that Franklin County will pay for with its mental health millage funds:
  - (1) Agreement with Sharon Adolphsen, Developmental Disabilities Parent Coalition Coordinator, for liaison/advocate services for persons with developmental disabilities;

(2) Agreement with ARC of Tri-Cities for Special Olympics services and activities, including local Special Olympic activities; and

(3) Agreement with Lourdes Health for prosecutorial diversion services to assist with diverting mentally ill persons from jail to treatment.

l. Administer Franklin County's portion of a grant from the Department of Commerce under the Treasury Rental Assistance Program to provide COVID related rental assistance through September 30, 2022, take reasonably necessary steps to apply for similar grant, if offered, for a subsequent period and, if awarded, administer that grant on behalf of Franklin County;

m. Administer Franklin County's portion of a grant from the Department of Commerce under the Shelter Grant Program to increase shelter capacity in response to COVID through June 30, 2023.

n. Administer Franklin County's portion of a grant from the Department of Commerce under the Emergency Solutions COVID Grant Program to provide emergency housing through June 30, 2022.

**3. Fee for Services.** While the direct cost of some of the services incurred by the Department in providing services to Franklin County are funded by third party grants, by contracts and the administrative fees authorized in paragraph 2 above, not all such direct costs are so funded. Additionally, other offices within Benton County will incur indirect costs in connection with the Department's services to Franklin County. To additionally compensate Benton County for the costs it will incur under this Agreement, Franklin County shall also pay a monthly fee to Benton County. The monthly fee payable to Benton County by Franklin County for the first twelve (12) months shall be Four Thousand Six Hundred Fifty Dollars (\$4,650). The monthly fee payable for each successive twelve month period shall be increase by Two and One-Half Percent (2.5%). Benton County shall submit a monthly invoice to Franklin County for the amount due. Franklin County shall pay such invoice within twenty (20) days of receipt of each invoice.

**4. Termination of Lease for Office Space.** The Counties entered into a lease on November 22, 2010, whereby the Counties jointly leased office space at 7102 W. Okanogan Pl, Kennewick, WA, from Benton County for the bi-county Human Services Department. That lease automatically terminated on January 1, 2020, which is the date the Department ceased to pay rent to Benton County thereunder.

Since January 1, 2020, Benton County has assessed the Department an amount for office space equal to what the Department would be paying if such lease was still in effect. The Counties expect that assessment will continue to be a reimbursable amount pursuant to the Department's grants. However, if such assessment is subsequently determined by a state or federal agency not to be a reimbursable expense under one or more of the Department's grants, Franklin County agrees to pay 29% of any amount determined not to be reimbursable. Benton County shall submit invoices at twelve month intervals to Franklin County for any amounts due hereunder, and Franklin County shall pay such invoices within twenty (20) days of receipt.

**5. Term of Agreement.** Except as otherwise set forth, this Agreement shall be effective July 1, 2021, and shall expire on June 30, 2025. Either party may, however, terminate this Agreement without cause prior to its expiration by sending written notice to the Board of Commissioners of the

other party of its intent to terminate this agreement; provided, any termination under this section shall not effective until six (6) months from the date of such notice of termination.

**6. Other Termination.** This Agreement may be terminated at any time by mutual agreement or for cause by one party upon thirty (30) days prior written notice in the event of violation by the other party of any provisions of this Agreement; provided, the violating party shall have thirty (30) days from receipt of such written notice to cure the violation and if such cure is made within that thirty (30) days, this Agreement shall not be terminated.

**7. Filing with Auditor.** Upon execution, Benton County shall record this Agreement with the Benton County Auditor, which the Counties agree satisfies the requirements of RCW 39.34.040.

**8. Entire Agreement.** This Agreement sets forth in full the entire agreement of the parties, and any other agreement, representation, or understanding, verbal or otherwise, is hereby deemed to be null and void and of no force and effect whatsoever.

**9. Amendments.** This Agreement may be waived, changed, modified or amended only by written agreement executed by both parties hereto.

(This area intentionally left blank.)

**10. Prior Liabilities.** The Counties shall remain jointly liable on an equal basis for any liabilities that accrued on or before December 31, 2019, as a result of the existence or operation of the Benton-Franklin Human Services Department. The Counties each agree to indemnify the other and their officials and employees against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent one of the Counties or their officials or employees incur a liability as a result of the existence or operation of that department prior to December 31, 2019, and such liability is not equally incurred by the other county, its officials or employees.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

BENTON COUNTY, WASHINGTON

FRANKLIN COUNTY, WASHINGTON

\_\_\_\_\_  
JEROME DELVIN, Chairman.

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\_\_\_\_\_, Chairman.

\_\_\_\_\_  
SHON SMALL, Member.

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\_\_\_\_\_, Chairman Pro-Tem.

\_\_\_\_\_  
WILL MCKAY, Member.

\_\_\_\_\_  
\_\_\_\_\_, Member.

Constituting the Board of County  
Commissioners of Benton County, Washington.

Constituting the Board of County  
Commissioners of Franklin County, Washington.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of the Board

Attest: \_\_\_\_\_  
Clerk of the Board

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
RYAN K. BROWN, Benton County Deputy  
Prosecuting Attorney

  
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JENNIFER JOHNSON, Franklin County Deputy  
Prosecuting Attorney

6/14/21