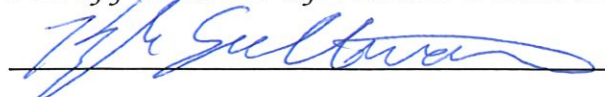


Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 07-05-2022	PREPARED BY: Kyle Sullivan
Meeting Date Requested: 07-12-2022	PRESENTED BY: Kyle Sullivan
ITEM: (Select One) Consent Agenda <input checked="" type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Amended and restated memorandum of agreement between Benton and Franklin Counties regarding the provision of services by the Benton-Franklin Human Services Department	
FISCAL IMPACT: Franklin County agrees to pay half the salary and benefits of the Veterans Service Officer out of the Veteran Assistance Fund or State grants if they become available	
BACKGROUND: Benton and Franklin Counties had operated a bi-county Department of Human Services for decades without a formal agreement. Both Counties entered into a memorandum of agreement for the provisions of Human Services with an effective date of January 1, 2020 and renewed that agreement on July 1, 2021 with an end date of June 30, 2025. The memorandum of agreement needs to be amended and restated to account for the services proved by the Veteran Service Officer.	
RECOMMENDATION: Sign the resolution to amend and restate the memorandum of agreement between Benton and Franklin Counties regarding the provision of services by the Benton-Franklin Human Services Department.	
COORDINATION: None	
ATTACHMENTS: (Documents you are submitting to the Board) ASR, Resolution and MOA	
HANDLING / ROUTING: (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) 1 Franklin County Commissioners Office - Karin Milham, Clerk to the Board 2 Benton County Department of Human Services - Kyle Sullivan, Manager	

I certify the above information is accurate and complete.


 _____ Name, Title

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND
FRANKLIN COUNTY, WASHINGTON;

**RE: AMENDED AND RESTATED 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 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, Benton and Franklin Counties entered into a memorandum of agreement with an effective
date of January 1, 2020 and renewed that agreement on July 1, 2021 with an end date of 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; and

WHEREAS, the memorandum of agreement needs to be amended and restated to account for the
services proved by the Veteran Service Officer; **NOW, THEREFORE**,

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners hereby accept the
amended and restated memorandum of agreement; and

BE IT FURTHER RESOLVED, The Agreement start date is July 1, 2022 and ends June 30, 2025.

Dated this ____ day of _____, 2022

Dated this ____ day of _____, 2022

Chair

Chair

Member

Member

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

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

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

**AMENDED AND RESTATED 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 agreed effective July 1, 2021, that Benton County would continue to provide services to Franklin County until June 30, 2025;

WHEREAS, the Counties now agree to amend and restate their agreement as set forth below;

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, 2022, 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 grant 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, provide services to Franklin County with respect to the administration of Franklin County's Veteran's Assistance Fund to assist in the implementation of Franklin County's veteran's assistance program adopted pursuant to RCW 73.08.010. Specifically, the Department agrees to:

1. Make staff available to determine eligibility of Franklin County veterans for relief from Franklin County's Veteran's Assistance Fund;

2. Process vouchers through the Franklin County Auditor's Office for reimbursement of services to veterans as allowed by Franklin County policy.

3. Account for expenditures from the Franklin County Veteran's Assistance Fund and notify Franklin County prior to approving expenditures that exceed the available funds.

4. Assist in the coordination of meetings by the Franklin County Veteran's Advisory Board and provide necessary financial information to such Board.

5. Use its best efforts to recruit and retain a Veteran's Service Office available to eligible residents of Franklin County to assist them in determining eligibility and submitting applications for federal and state veteran's benefits.

j. Administer Franklin County's portion of the current agreement and any subsequent agreements with Debbie Chapman – Developmental Disabilities Transition Specialist, or her successor, to act as the liaison between schools, State agencies, community agencies and families to connect students with services they will need when they graduate 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, or her successor, 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.

o. Provide reports as requested to the Franklin County Board of Commissioners regarding the status of the services provided under this Agreement.

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. Franklin County therefor agrees effective July 1, 2022, to pay the following compensation to Benton County:

a. No sooner than July 31st of 2022 through 2025, the Department shall submit an invoice for the direct and indirect costs incurred by the Department in the preceding 12 months with respect to the administration of Franklin County's Veteran's Assistance Fund, exclusive of the cost of the Veteran's Service Officer; provided such costs shall not exceed eight (8) percent of the Franklin County Veteran's Assistance Fund's budget;

b. One half of the wages and benefits of the Veteran's Service Officer on a monthly reimbursement basis; and

c. A monthly fee payable to Benton County for the twelve (12) months beginning July 1, 2022, in the amount of Four Thousand Seven Hundred Sixty Six Dollars and Twenty Five Cents (\$4,766.25) per month as reimbursement of the direct and indirect costs of other offices within Benton County in providing assistance and support to the Department. The monthly fee payable for each successive twelve-month period shall be increased by Two and One-Half Percent (2.5%).

Benton County shall submit a monthly invoice to Franklin County for the amount due under sections 3.b and 3.c above, and Franklin County shall pay all invoices within twenty (20) days of receipt..

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, 2022, 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, including their agreement signed by the Counties in 2021 that went into effect June 1, 2021, 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.

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: _____

BENTON COUNTY, WASHINGTON

SHON SMALL, Chairman.

JEROME DELVIN, Member.

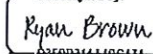
WILL MCKAY, Member.

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

DATED: _____

Attest: _____
Clerk of the Board

Approved as to Form:

DocuSigned by:

03FED31A-1186474

RYAN K. BROWN, Benton County Deputy
Prosecuting Attorney

Dated: _____

FRANKLIN COUNTY, WASHINGTON

CLINT DIDIER, Chairman.

ROCKY MULLEN, Chairman Pro-Tem.


BRAD PECK, Member.

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

DATED: _____

Attest: _____
Clerk of the Board

Approved as to Form:



JENNIFER JOHNSON, Franklin County Deputy
Prosecuting Attorney