

Franklin County
Board of Commissioners
Agenda Summary Report

DATE SUBMITTED: 4/29/2020	PRESENTED BY: Kyle Sullivan, Administrator, Benton/Franklin Department of Human Services
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes	
SUBJECT / ISSUE: Kennewick Public Hospital District No.1 Feasibility Study Interlocal Agreement	
FISCAL IMPACT: There is no impact on the current expense budget. Franklin County Human Services Fund.	
ACTION(S) REQUESTED: To approve signing Kennewick Public Hospital District No.1 Feasibility Study Interlocal Agreement, and to authorize the Chair to sign on behalf of the Board.	
BACKGROUND: Benton & Franklin Counties would like to enter into an Interlocal Agreement with Kennewick Public Hospital District No.1 to secure a feasibility study to determine the siting and operating of a behavioral health and addiction recovery facility, specifically located at 900 S. Auburn St., Kennewick, WA.	
COORDINATION: Jennifer Johnson, Franklin County Prosecuting Attorney's Office Kyle Sullivan, Administrator-Benton/Franklin Department of Human Services Mari Clark, Contract Manager-Benton/Franklin Department of Human Services	
RECOMMENDATION: <ul style="list-style-type: none">• Sign the Resolution to accept the proposed Grant Agreement• Approve the proposed Grant Agreement by signing all the copies where indicated	
HANDLING / ROUTING: <ol style="list-style-type: none">1. Franklin County Commissioners' Office- Karin Milham, Clerk of the Board to Commissioners2. Benton/Franklin Department of Human Services- Mari Clark – DHS Contract Manager	
ATTACHMENTS: <ol style="list-style-type: none">1. 3- Original Grant Agreement: (1) Human Services, (2) Franklin County, (3) Benton County2. 3- Resolutions, Original Resolution: (1) Human Services, (2) Franklin County, (3) Benton County	

I certify the above information is accurate and complete.



Kyle Sullivan, DHS Manager

JOINT RESOLUTION

BENTON COUNTY RESOLUTION _____

FRANKLIN COUNTY RESOLUTION _____

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

RE: IN THE MATTER OF EXECUTION OF AN INTERLOCAL AGREEMENT TO SECURE A FEASIBILITY STUDY OF A MENTAL HEALTH AND ADDICTION RECOVERY FACILITY, BETWEEN BENTON COUNTY AND FRANKLIN COUNTY AND KENNEWICK PUBLIC HOSPITAL DISTRICT NO.1.

WHEREAS, RCW 39.34.080 authorizes a public agency to enter into an Agreement with another public agency to perform any governmental activity that each public agency is authorized by law to perform; and

WHEREAS, Kennewick Public Hospital District No.1 will secure studies to determine the feasibility of siting and operating a behavioral health and addiction recovery facility, specifically located at 900 S. Auburn St., Kennewick, WA; NOW THEREFORE,

BE IT FURTHER, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, the Interlocal Agreement with Kennewick Hospital District No.1 for a total up to \$25,000.00, up to \$12,500.00 from Benton County and up to \$12,500.00 from Franklin County; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences May 1, 2020 by Benton County Commissioners and Franklin County Commissioners and shall terminate on July 1, 2020.

Dated this day of, 2020

Dated this day of, 2020

Chair

Chair

Member

Member

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

INTERLOCAL AGREEMENT

between

BENTON COUNTY AND FRANKLIN COUNTY AND KENNEWICK PUBLIC HOSPITAL DISTRICT

for

Determining the Feasibility of Mental Health and Addiction Recovery Facility

This INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is entered into pursuant to RCW 39.34, as of this first day of May, 2020, by Benton County, a political subdivision, Franklin County, a political subdivision (hereinafter "Counties" or "County") and Kennewick Public Hospital District No. 1, a municipal corporation (hereinafter "District"), collectively referred to in this Agreement hereafter as the "Parties" or "Party".

WHEREAS; it is the mutual advantage of the Parties to cooperate in securing studies to determine the feasibility of siting and operating a behavioral health and addiction recovery facility within the Tri-City Regional area and specifically located at 900 S. Auburn St. Kennewick, WA (hereinafter "Auburn Campus") in furtherance of each entities obligation to provide for the health and safety of our communities and in order to make the most efficient use of their powers to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS; RCW 39.34.080 authorizes a public agency to enter into an Agreement with another public agency to perform any governmental activity that each public agency is authorized by law to perform, provided that such Agreement shall be authorized by the governing body of each Party,

NOW THEREFORE; Counties and District agree to the following:

1. The District has procured the services of Ascension Recovery Services (hereinafter "Ascension") and Arculus Design & Technical Services (hereinafter "Arculus") to perform two feasibility studies of the Auburn Campus;
 - a. Ascension's study will identify the components required for the operation of the facility including expenses and revenues.
 - b. Arculus's study is for the conceptual design including the conversion cost estimate.
2. The District may confer with Counties from time to time during the studies to update Counties on the status of completion of the reports;
3. Upon completion of the reports, the District shall remit final payment to Ascension and Arculus.
4. The District shall provide a copy of the completed reports to Counties, and will submit an invoice to each County for the lesser of Twenty Five Percent (25%) of the total

cost of both studies or Twelve Thousand Five Hundred Dollars (\$12,500.00). The Counties will have thirty (30) days to submit payment to the District.

- 5.** Parties will jointly own the completed feasibility studies performed by Ascension and Arculus. Each Party shall be entitled to utilize the reports in any manner it determines is best, and shall have no obligation to follow any recommendations that may be in the reports.
- 6.** The Counties or the District may terminate this Interlocal Agreement with thirty (30) days written notice to other parties. Notice shall be given at the addresses set forth below.
- 7.** Term of Agreement and Termination. This Agreement is effective upon the signature of all Parties and terminates on July 1, 2020, or upon completion of the reports and payment to the District by the Counties, whichever is later.
- 8.** No Separate Legal Entity. No new, separate administrative or legal entity is to be established in association with this Agreement nor to conduct the cooperative undertaking described herein. The representatives set forth below shall be joint administrators of this cooperative undertaking. Neither party is acquiring, holding or disposing of real or personal property with the exception of the completed feasibility studies that will be owned by both parties to this Agreement.
- 9.** Severability. In the event that any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid; such invalidity shall not affect any other terms, conditions, or applications of this Agreement 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.
- 10.** Recording. This Agreement shall be recorded with the Benton and Franklin County Auditor or shall be posted on the websites of the Parties.
- 11.** Governing Law. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action venue shall lie exclusively in Benton County, Washington and the prevailing party shall be entitled to its reasonable attorney fees and costs.
- 12.** Modification. This Agreement represents the entire Agreement between the Parties. No change, termination, or attempted waiver of any of the provisions of this Interim Agreement shall be binding on either of the Parties unless executed in writing by authorized representatives of each of the Parties. This Agreement may be modified, supplemented, or otherwise affected by the course of dealing between the Parties due

to change of scope, practice, legal requirements, labor contracts, or adverse monetary considerations.

- 13. Disputes.** If a dispute arises between the COUNTIES and the DISTRICT representatives as set forth below in Section 14 shall meet and in good faith attempt to resolve the dispute. If the dispute cannot be resolved, with or without the assistance of Mediation, such dispute shall be resolved by binding arbitration pursuant to RCW 7.04A.
- 14. Notices.** Each Party will have a representative. Each Party may change its' representative upon providing written notice to the other party. The Parties representatives are as follows:

The District: Gary Long
PO Box 6974.
Kennewick, WA 99336
509-948-0930
glong@kenkphd.com

Benton County: Kyle Sullivan
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
509-737-3909
kyle.sullivan@co.benton.wa.us


Franklin County: Kyle Sullivan
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
509-737-3909
kyle.sullivan@co.benton.wa.us

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

BENTON COUNTY

KENNEWICK PUBLIC HOSPITAL DISTRICT
NO. 1

By:
Its: Chairman
Date: _____



By: Gary Long
Its: President
Date: 4/29/20

FRANKLIN COUNTY


By:
Its: Chairman
Date: _____

HUMAN SERVICES
Approved to Content:




By:
Its: Manager
Date: 4/29/2020

BENTON COUNTY PROSECUTOR
Approved to Form:



By: Eric Andrews
Its: Prosecuting Attorney
Date: 4/29/2020

FRANKLIN COUNTY PROSECUTOR
Approved to Form:



By: Jen Johnson
Its: Prosecuting Attorney
Date: 4/28/2020