

RESOLUTION 2019 618

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF A BENTON COUNTY PROSECUTING ATTORNEY CONTRACT FOR 2019
INTERLOCAL AGREEMENT FOR PROSECUTION OF MUNICIPAL CASES IN BENTON
COUNTY DISTRICT COURT THERAPEUTIC COURTS.

WHEREAS, Chapter 39.34, RCW permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Benton County has determined to create and operate several therapeutic courts; and

WHEREAS, the municipalities currently contracted with Benton County for district court services agree that judicial economy is best served by authorizing the designated prosecutor from the Benton County Prosecuting Attorney's Office to handle prosecution of all misdemeanor and gross misdemeanor offenses deemed appropriate for a District Court Therapeutic Court;

WHEREAS, this 2019 Agreement for prosecution of municipal cases in Benton County Therapeutic Courts replaces the 2016 Interlocal Agreement in its entirety and; **NOW THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners concurs with the recommendation and hereby agrees.


BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the Interlocal Agreement attached hereto; and

BE IT FURTHER RESOLVED the term of the attached Agreement shall commence when signed by both parties and shall expire on December 31, 2024.

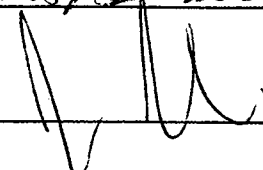
Dated this 20 day of Aug, 2019



Chairman of the Board



Member



Member

Attest: 

Clerk of the Board

**INTERLOCAL AGREEMENT
FOR
PROSECUTION OF MUNICIPAL CASES
IN BENTON COUNTY THERAPEUTIC COURTS**

This 2019 Interlocal Agreement (“Agreement”) for prosecution of municipal cases in Benton County District Court Therapeutic Court is entered into by and between the Cities of **KENNEWICK, RICHLAND, WEST RICHLAND, PROSSER** and the County of **BENTON** pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

WHEREAS, Chapter 39.34, RCW permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Benton County has determined to create and operate several therapeutic courts for the purpose of providing an alternative route through the criminal justice system for individuals charged with crimes who meet the requisite requirements and prescribed standards of one of the Benton County District Court Therapeutic Courts (Therapeutic Courts), thereby entering them into the specialized Court program; and

WHEREAS, the municipalities currently contracted with Benton County for district court services agree that judicial economy is best served by authorizing the designated prosecutor from the Benton County Prosecuting Attorney’s Office to handle prosecution of all misdemeanor and gross misdemeanor offenses deemed appropriate for a Therapeutic Court; and

WHEREAS, the City Attorneys for each jurisdiction desire to retain screening authority over the misdemeanor and gross misdemeanor cases within their own geographical boundaries in order to ensure consistency, and to remain accountable to its respective citizens; and

WHEREAS, this 2019 Agreement for prosecution of municipal cases in Benton County Therapeutic Courts replaces the 2016 Interlocal Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and upon approval in accordance with RCW 39.34, the parties do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to establish and define the roles and responsibilities between the Benton County Prosecuting Attorney’s Office and the prosecuting authority for each participating municipality, to include the delegation of caseload responsibility.

II. GENERAL TERMS AND CONDITIONS

Participation in a Therapeutic Court shall proceed approximately as follows, with the following demarcation of responsibilities:

1. ***Entering a Therapeutic Court***

- a. City Attorneys may refer cases deemed appropriate to the Therapeutic Court Coordinator by selecting the appropriate Therapeutic Court and using the referral packet provided by the Office of District Court Therapeutic Courts.
- b. Whenever a referral is submitted to a Therapeutic Court from any source other than a City Attorney, the Benton County Deputy Prosecuting Attorney assigned to the Therapeutic Court will provide notification to the City Attorney of the referral. The City Attorney will review the case and referral to determine whether or not he/she agrees to transfer of the case to the Therapeutic Court.
- c. The City Attorney, in his/her sole discretion, may refuse to transfer any case to a Therapeutic Court regardless of eligibility.

2. ***Transfer and Prosecuting Authority***

- a. The City Attorneys, through consent of their respective legislative authorities, hereby authorize the Benton County Prosecuting Attorney's Office to handle city cases accepted by a Therapeutic Court. Once a defendant is accepted into a designated Therapeutic Court, his or her case is completely removed from the respective City Attorney's Office and transferred under the authority of the Benton County Deputy Prosecuting Attorney assigned to prosecute cases in Benton County District Court Therapeutic Courts.
- b. Once approved, the case will be handled by the designated Therapeutic Court Team.

3. ***New Charges***

If a defendant is charged with a new offense while participating in a Therapeutic Court, the new offense will be tracked with the previously pending case in the Therapeutic Court, and handled there, unless the City Attorney prosecuting the new charge objects, or the Therapeutic Court Team determines that the defendant is no longer an appropriate candidate for the Therapeutic Court.

4. ***Probation***

When a defendant is on probation under one or more previously adjudicated criminal cases, and the remaining probationary period is two (2) years or less, the defendant may request transfer of the probation case(s) to the Therapeutic Court in which the defendant is participating. Transfer will occur upon request under these circumstances; no permission from the City Attorney is required. Cases with a remaining probationary period of greater than two (2) years require City Attorney approval for transfer into Therapeutic Court for consolidation with a pending case. As qualifying cases are identified, the Therapeutic Court Coordinator will request transfer from the City Attorney.

5. ***Costs of Incarceration***

The cost of incarceration of any participant in a Therapeutic Court shall be borne by the arresting agency pursuant to the terms of each City's interlocal agreement for use of the Benton County jail facilities.

III. TERM OF AGREEMENT

1. *Duration*

Upon approval by the last legislative authority of the participating jurisdictions, this Agreement shall become retroactively effective to April 1, 2019, and shall expire on December 31, 2024 unless terminated prior to that date as set forth below.

2. *Termination*

Any party may terminate this Agreement, in whole or in part, at any time by giving thirty (30) days' notice. The termination notice must be in writing and be provided to each of the contacts listed below via regular mail. Termination will be effective on the 31st day from the date notice was sent.

IV. NOTICES

Written notice shall be directed to the parties as follows:

Benton County Prosecutor's Office
7122 W Okanogan Pl Bldg A
Kennewick, WA 99336-2359
509-735-3591
prosecuting@co.benton.wa.us

West Richland City Attorney
Bronson Brown, City Attorney
410 N Neel Street Ste A
Kennewick, WA 99336-2865
509-628-4700
bronson@bellbrownrio.com

Kennewick City Attorney
Lisa Beaton, City Attorney
210 W. 6th Avenue
Kennewick, WA 99336
509-585-4375
Lisa.Beaton@ci.kennewick.wa.us

Prosser City Attorney
Howard Saxton, City Attorney
1112 Meade Ave
Prosser, WA 99350-1367
509-786-1817
hsaxton@saxtonriley.com

Richland City Attorney
Heather Kintzley
625 Swift Boulevard
Richland, WA 99352
(509) 942-7385
hkintzley@ci.richland.wa.us

V. DISPUTE RESOLUTION

1. The parties desire to avoid and settle without litigation future disputes which may arise between them relative to this Agreement. Accordingly, the parties agree to engage in

good faith negotiations to resolve any such disputes. Such negotiations shall first be conducted at the City Attorney level. Should settlement negotiations prove unsuccessful or not be resolved within ninety (90) days, any party may proceed with other legal remedies, including but not limited to litigation.

2. Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court.
3. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined in accordance with the laws of the State of Washington.

VI. WAIVER AND ENTIRETY

1. Waiver: No waiver by either party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
2. Entirety: This Agreement contains all the terms and conditions agreed upon. No other understanding, oral or otherwise, regarding this Agreement or its subject matter shall be deemed to exist or bind the Parties. There shall be no modification of this Agreement except in writing and referencing this Agreement.
3. Severability: If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
4. Counterparts: This Agreement shall be executed in duplicate counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

VII. MISCELLANEOUS PROVISIONS

1. Filing: The executed Agreement shall be filed by the Benton County Prosecuting Attorney's Office with the Benton County auditor as provided in RCW 39.34.040.
2. Entity status: This Agreement shall not require formation of any new governance entity. No property will be acquired or held, and no joint board or administrator is necessary to accomplish the purpose of this Agreement.
3. Financing: The cost of prosecuting and defending cases in Benton County District Court Therapeutic Courts will be the responsibility of Benton County pursuant to and dependent upon funding by the Public Safety Sales Tax.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date next to the last signing party.

[Signature Pages to Follow]

City of Kennewick

By: Marie E. Mosley 5/22/19
MARIE E. MOSLEY Date
City Manager

Attest: Terril Wright
TERRI L. WRIGHT
City Clerk

Approved As to Form: Lisa Beaton
LISA BEATON
City Attorney

City of West Richland

By: _____
BRENT GERRY Date
Mayor

Attest: _____
JULIE RICHARDSON
City Clerk

Approved As to Form: _____
BRONSON BROWN
City Attorney


City of Kennewick

By: _____
MARIE E. MOSLEY Date
City Manager


Attest: _____
TERRI WRIGHT
City Clerk

Approved As to Form: _____
LISA BEATON
City Attorney

City of West Richland

By:  6/26/2019
BRENT GERRY Date
Mayor

Attest: 
JULIE RICHARDSON
City Clerk

Approved As to Form: 
BRONSON BROWN
City Attorney

City of Richland

By: C. Reents 5/23/19
CYNTHIA D. REENTS Date
City Manager

Attest: Debby Barham
DEBBY BARHAM
Deputy City Clerk

Approved As to Form: Heather Kintzley
HEATHER KINTZLEY
City Attorney

City of Prosser

By: _____
RANDY TAYLOR Date
Mayor

Attest: _____
RACHEL SHAW
City Clerk

Approved As to Form: _____
HOWARD SAXTON
City Attorney

City of Richland

By: _____
CYNTHIA D. REENTS Date
City Manager

Attest: _____
DEBBY BARHAM
Deputy City Clerk

Approved As to Form: _____
HEATHER KINTZLEY
City Attorney

City of Prosser

By: Randy Taylor 5/28/2019
RANDY TAYLOR Date
Mayor

Attest: Rachel Shaw
RACHEL SHAW
City Clerk

Approved As to Form: Howard Saxton 34947
HOWARD SAXTON
City Attorney

City of Richland

By: _____
CYNTHIA D. REENTS Date
City Manager

Attest: _____
DEBBY BARHAM
Deputy City Clerk

Approved As to Form: _____
HEATHER KINTZLEY
City Attorney

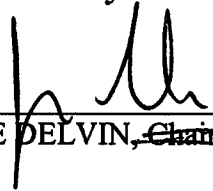
City of Prosser

By: _____
RANDY TAYLOR Date
Mayor


Attest: _____
RACHEL SHAW
City Clerk

Approved As to Form: _____
HOWARD SAXTON
City Attorney

**Board of County Commissioners
Of Benton County**



JEROME DELVIN, ~~Chairman~~ 8/20/2019
Date



SHON SMALL, ~~Commissioner~~ 8/20/2019
Chairman Date



JAMES BEAVER, Commissioner 8/20/2019
Date

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

Attest:



CAMI MCKENZIE, Clerk of the Board

Approved as to Form:



ERIC ANDREWS, Deputy Prosecuting Attorney