

Our fully-executed copy

Return Name and Address:

Benton County Prosecutor's Office
7122 West Okanogan Place
Kennewick, WA 99336

CONTRACT NO. 88-16

COPY

PLEASE PRINT OR TYPE INFORMATION:

Document Title(s) (or transactions contained therein):

1. Interlocal Agreement for Prosecution of Municipal Cases in Benton County Mental Health Court

(Last name first, first name, middle initials):

1. Benton County

Additional names on page _____ of document.

(Last name first, first name, middle initials):

1. City of Kennewick
2. City of Richland
3. City of West Richland
4. City of Prosser

Additional names on page _____ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

n/a

Additional legal is on page _____ of document.

Reference Number(s) of documents assigned or released:

Resolution 2016-295

Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number:

n/a

Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

RESOLUTION 2016 295

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ENTERING AN INTERLOCAL AGREEMENT FOR PROSECUTION OF MUNICIPAL CASES IN BENTON COUNTY MENTAL HEALTH COURT.

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 created a mental health court for the purpose of providing an alternative route through the criminal justice system for individuals charged with crimes who are mentally ill or who have co-occurring mental health and substance abuse disorders by entering them into the specialized Mental Health Court program; and

WHEREAS, the attorneys for the local jurisdictions agree that judicial economy is best served by authorizing a deputy prosecutor from the Benton County Prosecuting Attorney's Office to handle prosecution of all misdemeanor and gross misdemeanor offenses deemed appropriate for mental health court; NOW, THEREFORE

BE IT RESOLVED that the Benton County Board of Commissioners concurs with the Benton County Prosecutor's Office recommendation and agrees to enter into such agreement.

Dated this 12 day of April, 2016.


Chairman of the Board


Member


Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest 
Clerk of the Board

**INTERLOCAL AGREEMENT
FOR
PROSECUTION OF MUNICIPAL CASES
IN BENTON COUNTY MENTAL HEALTH COURT**

This 2016 Interlocal Agreement (“Agreement”) for prosecution of municipal cases in Benton County Mental Health 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 a mental health court for the purpose of providing an alternative route through the criminal justice system for individuals charged with crimes who are mentally ill or who have co-occurring mental health and substance abuse disorders by entering them into the specialized Mental Health 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 mental health 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.

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 the Mental Health Court shall proceed approximately as follows, with the following demarcation of responsibilities:

1. *Entering Mental Health Court*

- a. City attorneys may refer cases they deem appropriate to the Mental Health Court

using the Pre-Screening Form provided by the Mental Health Court.

- b. Judges, law enforcement, defense attorneys, treatment providers, probation, and others may refer cases to the Mental Health Court using the Pre-Screening Form provided.
- c. The City Attorney, in his/her sole discretion, may refuse to transfer any case to Mental Health Court regardless of eligibility.

2. *Approval*

- a. Each referred case is forwarded to the Mental Health Court Manager for evaluation to determine if the defendant meets the criteria for participation in the court. The defendant's crime must be eligible for the court under the Standards and Practices adopted by the Mental Health Court. If the Mental Health Court Manager determines that the defendant meets the diagnostic criteria for Mental Health Court, the case will be presented to the Mental Health Court Team to decide whether the defendant will or will not be accepted for participation in the Mental Health Court.
- b. 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 the Mental Health Court. Once a defendant is accepted into Mental Health 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 Mental Health Court.
- c. Once approved, the case will be handled by the Mental Health Court Team.

3. *New Charges/Removal from SOC*

- a. When a defendant fails to adhere to the requirements of Mental Health Court, he or she will be given a hearing on the stipulated facts of the case by the Mental Health Court judge. If convicted, he or she will continue with Mental Health Court, in a post-conviction probation program. The case will remain with Mental Health Court as long as the Mental Health Court Team determines that the defendant remains an appropriate candidate for Mental Health Court.
- b. If a defendant is charged with a new offense while in Mental Health Court, the new offense will be sent to track with the previously pending case in Mental Health Court, and handled there, unless the City Attorney prosecuting the new charge objects, or the Mental Health Court Team determines that the defendant is no longer an appropriate candidate for Mental Health Court.
- c. A case accepted into Mental Health Court will not revert back to the City Attorney's Office where it originated unless the defendant opts out of the program within the

opt-out period as set forth in the contract the defendant enters into with the Mental Health Court.

4. ***Costs of Incarceration***

The cost of incarceration of any participant in Mental Health Court shall be borne by the arresting agency pursuant to the terms of each City's interlocal agreement for use of the 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 March 1, 2016, and shall expire on December 31, 2024 unless terminated prior to that date and provided 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

1. 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
prosecting@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
P.O. Box 190
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 Mental Health Court will be the responsibility of Benton County pursuant to and dependent upon funding by the Public Safety Sales Tax.

Dated this 4th day of May, 2016.

[Signature Pages to Follow]

City of Kennewick

By: Marie E. Mosley
MARIE E. MOSLEY
City Manager

Attest: TERRI WRIGHT
TERRI WRIGHT
City Clerk

Approved As to Form: Lisa Beaton
LISA BEATON
City Attorney


City of West Richland

By: Brent Gerry
BRENT GERRY
Mayor

Attest: Julie Richardson
JULIE RICHARDSON
City Clerk

Approved As to Form: Bronson Brown
BRONSON BROWN
City Attorney

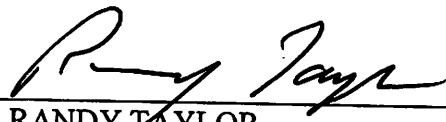
City of Richland

By: 
CYNTHIA D. REENTS
City Manager

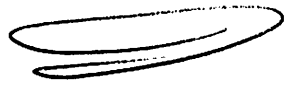
Attest: 
MARCIA HOPKINS
City Clerk

Approved As to Form: 
HEATHER KINTZLEY
City Attorney

City of Prosser

By: 
RANDY TAYLOR
Mayor

Attest: 
RACHEL SHAW
City Clerk

Approved As to Form: 
HOWARD SAXTON
City Attorney

**Board of County Commissioners
Of Benton County**



JEROME DELVIN, *Commissioner*



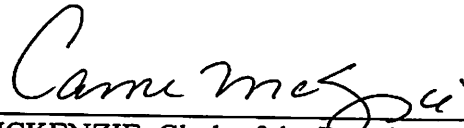
SHON SMALL, *Chairman*



JAMES BEAVER, *Commissioner*

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

Attest:



CAMI MCKENZIE, Clerk of the Board

Approved as to Form:



RYAN BROWN, Deputy Prosecuting Attorney