

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 4/21/2023	PREPARED BY: Matt Rasmussen (Benton County)
Meeting Date Requested: May 2, 2023	PRESENTED BY: Duane Davidson
ITEM: (Select One) <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Brought Before the Board Time needed: 10 minutes	
SUBJECT: Interlocal Agreement for Prosecution of Franklin County Cases in Benton County Veterans Court	
BACKGROUND: Benton County operates a veterans court for the purpose of providing an alternative route through the criminal justice system. Franklin County does not currently have a veterans court program and defendants and the community would benefit from services offered by the Benton County veterans court. Highlights: <ul style="list-style-type: none">• The agreement provides guarantees access to four (4) active veteran's court participants at any given time.• The duration is from date signed to June 30, 2028.• Franklin County shall pay Benton County \$32,400 per year for reserving space for four (4) active participants.• The agreement allows for additional participants upon further agreement of the parties.	
RECOMMENDATION: Presentation purposes Recommend the Franklin County Board of Commissioners approve the Interlocal Agreement for Prosecution of Franklin County Cases in Benton County Veterans Court.	
ATTACHMENTS: (Documents you are submitting to the Board) Interlocal Agreement	

I certify the above information is accurate and complete.

Matt Rasmussen Deputy County Administrator (Benton County)

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON:

IN THE MATTER OF APPROVING AN INTERLOCAL AGREEMENT BETWEEN BENTON COUNTY AND FRANKLIN COUNTY FOR PROSECUTION OF FRANKLIN COUNTY CASES IN THE BENTON COUNTY VETERANS COURT

WHEREAS, Benton County operates a veterans court to provide an alternative route through the criminal justice system for veterans charged with crimes who are mentally ill or have co-occurring mental health and substance use disorders; and

WHEREAS, Franklin County does not currently have a veterans court program but has defendants who would qualify for such a program; and

WHEREAS, Chapter 39.34 RCW permits local governments to make the most efficient use of their powers by enabling them to cooperate with other localities; and

WHEREAS, both the Defendants and the community will benefit from the services offered by the Benton County veterans court; **NOW, THEREFORE**

BE IT RESOLVED that the Board of Benton County Commissioners and the Board of Franklin County Commissioners hereby approve the interlocal agreement for prosecution of Franklin County cases in Benton County veterans court.

FOR BENTON COUNTY

Dated this ____ day of _____ 2023.

Chairman of the Board

Chairman Pro Tem

Commissioner

Constituting the Board of County
Commissioners of Benton County, Washington

Attest:

Clerk of the Board

FOR FRANKLIN COUNTY

Dated this ____ day of _____ 2023.

Chairman of the Board

Chairman Pro Tem

Commissioner

Constituting the Board of County
Commissioners of Franklin County, Washington

Attest:

Clerk of the Board

INTERLOCAL AGREEMENT FOR PROSECUTION OF FRANKLIN COUNTY CASES IN BENTON COUNTY VETERANS COURT

This 2023 Interlocal Agreement (“Agreement”) for prosecution of Franklin County cases in Benton County Veterans Court is entered into by and between the County of FRANKLIN 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 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 veterans court for the purpose of providing an alternative route through the criminal justice system for veterans charged with crimes who are mentally ill or who have co-occurring mental health and substance use disorders by entering them into the specialized Veterans Therapeutic Court program; and

WHEREAS, Franklin County does not currently have a veterans court program but currently has defendants identified as veterans; and

WHEREAS, both the Defendants and the community would benefit from the services offered by the Benton County veterans court; and

WHEREAS, judicial economy is best served by authorizing the designated prosecutor from the Benton County Prosecuting Attorney’s office to handle the prosecution of “Defendants” in Benton County Veterans Court; and

WHEREAS, Franklin County shall pay Benton County the amount of \$32,400 (thirty two thousand four hundred dollars) per year to reserve case slots for up to 4 (four) participants;

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. TERMS OF AGREEMENT

1. This agreement is for the entry of 4 (four) Franklin County defendants at any given time in Benton County Veterans Therapeutic Court. Franklin County may request additional defendants be added beyond the 4 (four) active slots, but such requests are subject to available space and resources as determined by Benton County.
2. The duration of this Agreement will be from the date last signed until June 30, 2028.
3. This agreement shall run on a fiscal year basis beginning July 1st and ending June 30th of the following year.

4. Franklin County shall pay Benton County \$32,400 (thirty-two thousand four hundred dollars) per year for reserving space for the four (4) participants. By the beginning of each fiscal year, Benton County shall submit an invoice to Franklin County for payment to Benton County. Upon the successful delivery of the invoice, it shall be payable by Franklin County within thirty (30) calendar days of receipt. The first annual billing will occur by July 1st, 2023, however, participants may be added to the program anytime after this agreement is signed by both parties. If any participants are no longer active in the program for any reason, Franklin County may assign additional participants up to four (4) active at any given time.
5. If additional participant slots, beyond the first four (4) active participants, are requested by Franklin County, and approved by Benton County, then Franklin County shall pay an additional \$8,100 (eight thousand one hundred dollars) per additional participant slot. Payment of the fee shall occur upon the acceptance and entry of each additional participant into the Veterans Court. The initial entry fee shall be pro-rated based on the number of months remaining until the beginning of the next fiscal year. Thereafter Franklin County shall be billed \$8,100 (eight thousand one hundred dollars) for each additional participant slot at the beginning of each fiscal year.
6. There is no prorating of costs due to a participant leaving the program for any reason other than termination of the agreement initiated by Benton County in accordance with Section 10.
7. This Agreement does not involve the creation of a separate legal or administrative entity. Except as otherwise provided herein, there will be no real or personal property acquired, held, or disposed of relating to this Agreement, unless agreed upon in writing by the Parties. In the event that joint property is acquired, then it shall be distributed, when the Agreement is terminated, to the Parties in proportion to that Party's contribution to purchase such property, except as may otherwise be provided herein.
8. The administrator of this Agreement will be the Benton County District Court Therapeutic Court Coordinator.
9. Upon execution of this Agreement, each party will provide the other with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and those documents will be attached hereto and incorporated herein as **Exhibit A** (Benton County) and **Exhibit B** (Franklin County).
10. Any party hereto may terminate this Agreement upon sixty (60) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. If, upon notice of termination, there are Franklin County participants in the program then both parties may elect to have those participants complete the program with Benton County and will be charged an annual rate of \$8,100 (eight thousand one hundred dollars) for each participant until they complete the program. The annual charge will occur on July 1st of every calendar year there is a participant in the program. No new participants may be added once a notice of termination is filed by either party.

If either party initiates termination of this agreement, and the parties do not elect to have existing Franklin County participants complete the program, then Franklin County shall be reimbursed any fees pre-paid on a pro-rated basis equal to the remaining number of whole months in the fiscal year.

11. A copy of this Agreement will be filed with the Benton County Auditor's Office or posted on the Benton County or Franklin County website as provided in RCW 39.34.040.

II. NOTICES

1. Written notice shall be directed to the parties as follows:

**Benton County Prosecutor's Office
Prosecutor's Office**

Eric Eisinger, Prosecuting Attorney
Attorney

7122 W. Okanogan Pl, Ste A230
Kennewick, WA 99336
509-735-3591

Prosecuting@co.benton.wa.us

Franklin County

Shawn Sant, Prosecuting

1016 N. 4th Ave
Pasco, WA 99301
509-545-3543

ssant@franklincountywa.gov

**Benton County Commissioners Office
Commissioners Office**

Matt Rasmussen,
Deputy County Administrator
7122 W. Okanogan Pl, Bldg. E
Kennewick, WA 99336
509-735-3591

Matt.rasmussen@co.benton.wa.us

Franklin County

Duane Davidson,
Interim County Administrator
1016 N. 4th Ave
Pasco, WA 99301
509-545-3535

ddavidson@franklincountywa.gov

III. COSTS: Franklin County shall pay Benton County the amount of \$8,100 (eight thousand, one hundred dollars) for prosecuting and defending each Franklin County Defendant in Benton County Veterans Therapeutic Court.

DATED this _____ day of _____, 2023.

DATED this _____ day of _____ 2023
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2023
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

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

Approved as to Form:

Approved as to Form:

ERIC ANDREWS, Deputy Prosecuting Attorney

SHAWN SANT, Prosecuting Attorney