

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KENNEWICK, WA, CITY OF RICHLAND, WA, AND COUNTY OF BENTON, WA FOR THE 2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG).

WHEREAS, the Benton County Sheriff's Office would like to participate in the 2023 Byrne Justice Assistance Grant (JAG) to fund the purchase of ballistic helmets and infrared laser lights; and

WHEREAS, the total amount awarded to the City of Kennewick was \$43,925, and will be split between Kennewick, Richland and Benton County; and

WHEREAS, the City of Kennewick agrees to pay Benton County a total of \$6,589 of JAG funds; and

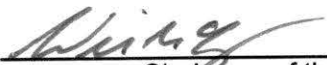
WHEREAS, if there is a balance of grant funding remaining after the purchase of ballistic helmets and infrared laser lights, the Board of Commissioners hereby authorizes the Benton County Sheriff's Office to apply it towards other equipment needed after receiving approval from the JAG Grant Committee; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Chairman to sign the Interlocal Agreement for the 2023 Byrne Justice Assistance Grant (JAG); and

BE IT FURTHER RESOLVED, Benton County's portion of the 2023 JAG award is \$6,589; and

BE IT FURTHER RESOLVED the term of the attached Interlocal agreement shall commence upon signature of all parties and shall terminate September 30, 2026.

Dated this 15 day of August, 2023.



Chairman of the Board
Jerome Delvin
Approved Telephonically

Commissioner



Commissioner

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, City of Kennewick

**THE STATE OF WASHINGTON
COUNTY OF BENTON**

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF KENNEWICK, WA
THE CITY OF RICHLAND, WA
AND
COUNTY OF BENTON, WA**

2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 5th of September 2023, by and between The County of Benton, acting by and through its governing body, the Benton County Commissioners (hereinafter referred to as COUNTY) and the City of Kennewick, acting by and through its governing body, the Kennewick City Council (hereinafter referred to as KENNEWICK), and Richland, acting by and through its governing body, the Richland City Council (hereinafter referred to as RICHLAND), all three of Benton County, State of Washington, witnesseth:

WHEREAS, this Agreement is made under the authority of RCW 39.34 and,

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and,

WHEREAS, the total award to KENNEWICK, RICHLAND and COUNTY is \$43,925, which will be shared between KENNEWICK, RICHLAND, and COUNTY, as they are certified as disparate, therefore requiring one application and award to be shared between all three jurisdictions; and,

WHEREAS, KENNEWICK, RICHLAND and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, KENNEWICK, RICHLAND and COUNTY agree as follows:

Section 1.

KENNEWICK is the fiscal agent for this grant as only one jurisdiction can make application for the funds. KENNEWICK agrees to pay RICHLAND a total of \$10,981 and COUNTY a total of \$6,589 of JAG funds from the 2023 award.

Section 2.

COUNTY agrees to use \$6,589 for ballistic helmets and infrared laser lights.

Section 3.

RICHLAND agrees to use \$10,981 for LIDAR (Light Detection and Ranging) readers for the Traffic Safety Unit.

Section 4.

KENNEWICK agrees to use \$26,355 to purchase police radios.

Section 5.

RICHLAND and COUNTY agree to submit timely quarterly reports to KENNEWICK, the grantee/fiscal agency, by the fifth calendar day at the end of each quarter (January 5, April 5, July 5 and October 5), consistent with, and for the purpose of compliance with the reporting requirements for the JAG program.

Section 6.

Nothing in the performance of this Agreement shall impose any liability on KENNEWICK for claims against COUNTY or RICHLAND, or on COUNTY or RICHLAND for claims against KENNEWICK.

Section 7.

Any party hereto may terminate this Agreement upon one hundred and twenty (120) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's contract representative listed in Section 13 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. Termination of this Agreement by any party shall not affect or diminish authority exercised prior to delivery of required notice of termination.

Section 8.

Each party to this Agreement shall be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 9.

The parties to this Agreement do not intend for any third party to obtain any right by virtue of this Agreement.

Section 10.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 11.

The term of this Agreement shall be from the date of signing through September 30, 2026.

Section 12.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

Section 13.

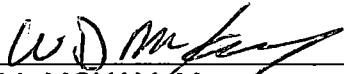
Each party shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

Benton County: Sheriff Tom Croskrey
City of Richland: Chief Brigit Clary
City of Kennewick: Chief Chris Guerrero

Section 14.

The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understanding not incorporated in this Agreement are specifically excluded.

City of Kennewick, Washington



BILL MCKAY, Mayor

ATTEST:



TERRI L. WRIGHT, City Clerk

APPROVED AS TO FORM:
Contract Authorization



LISA BEATON, City Attorney

City of Richland, Washington

DocuSigned by:

50FA6D969370498

JON AMUNDSON, City Manager

ATTEST:
DocuSigned by:

9D7481E879D94B9

JENNIFER ROGERS, City Clerk

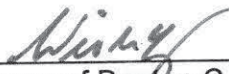
**APPROVED AS TO FORM:
Contract Authorization**

DocuSigned by:

43973651916C421


HEATHER KINTZLEY, City Attorney

County of Benton, Washington



Chairman of Benton County
Commission

APPROVED AS TO FORM:



Deputy Prosecuting Attorney