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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 THE COUNTY OF BENTON, WA

2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 22nd of October, 2024 (hereinafter referred to as the Effective Date), 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 the City of Richland, acting by and through its governing body, the Richland City Council (hereinafter referred to as RICHLAND), all three situated in Benton County, State of Washington, witnesseth:

WHEREAS, this Agreement is made under the authority of Revised Code of Washington (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 forty-one thousand three hundred four dollars ($41,304.00), 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. The purpose of this Agreement is to identify KENNEWICK as the fiscal agent for this grant as only one jurisdiction can make application for the funds. KENNEWICK agrees to pay RICHLAND a total of ten thousand three hundred twenty-six dollars

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($10,326) and COUNTY a total of six thousand one hundred ninety-six dollars ($6,196) of JAG funds from the 2024 award.

Section 2. COUNTY agrees to use six thousand one hundred ninety-six dollars ($6,196) for ballistic helmets and secure storage in marked patrol vehicles.

Section 3. RICHLAND agrees to use ten thousand three hundred twenty-six dollars ($10,326) for radios for the High School Resource Officers.

Section 4. KENNEWICK agrees to use twenty-four thousand seven hundred eighty-two dollars ($24,782) to subscribe to Genasys CONNECT for daily real-time, secure communication, collaboration and emergency preparation efforts.

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 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. 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, 2027.

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.

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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:	Interim Chief Craig Meidl
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.

Section 15. Pursuant to RCW 39.34.040, this Agreement shall become effective on the Effective Date first written above only upon filing with the Benton County Auditor or posting on each agency's website after full execution by the Parties.

Section 16. No separate legal or administrative entity is created upon execution of this Interlocal Cooperation Agreement, and no property will be acquired or owned under this Agreement.

[*Signature pages to follow*]

City of Kennewick, Washington

GRETL CRAWFORD, Mayor

ATTEST:

KRYSTAL TOWNSEND, City Clerk

APPROVED AS TO FORM:
Contract Authorization

LAURENCIO SANGUINO, City Attorney

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City of Richland, Washington

JON AMUNDSON, City Manager

ATTEST:

JENNIFER ROGERS, City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY, City Attorney

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County of Benton, Washington

DocuSigned by:
Jerome Delvin
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Chairman of Benton County Commission

APPROVED AS TO FORM:

Galt Pettett
GALT PETTETT, Deputy Prosecuting Attorney

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RESOLUTION NO. 2024-148

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING AN INTERLOCAL AGREEMENT WITH BENTON COUNTY AND THE CITY OF KENNEWICK FOR THE 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDS.

WHEREAS, the City of Kennewick is the applicant and fiscal agent of the regional 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds; and

WHEREAS, the total funding award is $41,304, which will be allocated between Benton County and the cities of Kennewick and Richland; and

WHEREAS, Richland's share of the program funding is $10,326 to purchase mobile radios for the school resource officers (SRO); and

WHEREAS, Benton County and the cities of Kennewick and Richland desire to enter into an interlocal agreement to allocate the distribution of funds from the City of Kennewick to the City of Richland and Benton County; and

WHEREAS, the best interests of the City and the public are served by entering into the proposed interlocal agreement for receipt of Byrne JAG Program funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the City of Kennewick and the County of Benton for distribution of the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of November, 2024.

Theresa A Richardson
Theresa Richardson, Mayor

Attest:

Jennifer Rogers
Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley
Heather Kintzley, City Attorney