

THE STATE OF WASHINGTON

KNOW ALL BY THESE PRESENT COUNTY OF YAKIMA

**INTERLOCAL AGREEMENT  
BETWEEN CITY OF YAKIMA AND YAKIMA COUNTY**

**2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ 2019, by and between CITY of YAKIMA, acting by and through its governing body, the City Council, herein after referred to as the CITY, and YAKIMA COUNTY acting by and through its governing body, the Board of Commissioners, hereinafter referred to as the COUNTY, both of Yakima County, State of Washington, witnesseth:

**WHEREAS**, this Agreement Is made under the authority of the Interlocal Cooperation Act, as amended, and codified in chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; 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 Agreements is in the best interests of both 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 U.S. Department of Justice, Bureau of Justice Administration, Edward Byrne Memorial Justice Assistance Grant Program, has grant funds available to local governments to support efforts to reduce crime and improve public safety, and

**WHEREAS**, the Yakima Police Department has been notified that \$63,794 in grant funds have been allocated to the City of Yakima and Yakima County and are available upon submission of a completed grant application and satisfaction of certain conditions, and

**WHEREAS**, one of the grant approval conditions is that the City and County execute an Interlocal Agreement whereby the City shall transfer \$11,939 of the grant monies to the County to support law enforcement activities of the Yakima County Sheriff’s Department;

**NOW THEREFORE, the CITY and the COUNTY agree as follows:**

**Section 1.**

Expressly conditioned upon award to the CITY of the above referenced grant funds in the amount of \$63,794 CITY agrees to pay the COUNTY a total of \$11,939 of JAG funds. These funds will be used by the Yakima County Sheriff’s Office to purchase patrol portable radios to include supporting accessories.

**Section 2.**

The COUNTY agrees to accept and use \$11,939 to be used by the Yakima County Sheriff’s Office to purchase patrol portable radios to include supporting accessories.

**Section 3.**

Each party to this Agreement will 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 4.**

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

**Section 5.**

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 6.**

A copy of this Agreement shall be filed with the Yakima County Auditor's Office.

**CITY OF YAKIMA**

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Cliff Moxe, City Manager

\_\_\_\_\_  
Michael D. Leita, Chairman

\_\_\_\_\_  
Ron Anderson, Commissioner

**Attest:**

\_\_\_\_\_  
Norm Childress, Commissioner

**Approved as to Form:**

\_\_\_\_\_  
Sonya Claar-Tee, City Clerk

\_\_\_\_\_  
Deputy Prosecuting Attorney

**CONTRACT AUTHORIZATION**

Melissa Paul, Clerk of the Board

\_\_\_\_\_  
Date