

RESOLUTION 2009 - 37

ORIGINAL

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUNNYSIDE, WASHINGTON, APPROVING  
INTERLOCAL AGREEMENT FOR DISTRIBUTION OF  
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDS**

**WHEREAS**, Yakima County, City of Yakima, City of Sunnyside, City of Toppenish, City of Grandview, and City of Union Gap are eligible to receive funds allocated through the American Recovery and Reinvestment Act of 2009 (ARRA) in the total amount of \$534,191, to be awarded through the Justice Assistance Grant (JAG) Program; and

**WHEREAS**, the funds allocated for the City of Sunnyside are in the amount of \$26,721, to be used for criminal justice purposes; and

**WHEREAS**, the parties have negotiated an interlocal agreement for distribution of such funds; and

**WHEREAS**, the City Council finds and determines that approval of the Interlocal Agreement for Distribution of JAG Program funds is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON**, as follows:

**SECTION 1.** That the "Interlocal Agreement for Distribution of Justice Assistance Grant (JAG) Program Funds," a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside, and to make application for such funds available to the City of Sunnyside through such funding, to be applied to those criminal justice purposes supported by such funding.

**SECTION 2.** This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 11<sup>th</sup> day of May, 2009.

  
\_\_\_\_\_  
PABLO GARCIA, MAYOR

ATTEST:

  
\_\_\_\_\_  
DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
MARK A. KUNKLER, CITY ATTORNEY





*City of Yakima*  
**Police Department**

*Samuel Granato, Chief of Police*

EXHIBIT "A"

200 South Third Street  
Yakima, Washington 98901

Telephone: (509) 575-6200 • Fax: (509) 575-6007



April 21, 2009

Sheriff Ken Irwin, Yakima County Sheriff's Office  
Chief Adam Diaz, Toppenish Police Department  
Chief Ed Radder, Sunnyside Police Department  
Chief Dave Charvet, Grandview Police Department  
Chief Rick Sanchez, Wapato Police Department  
Chief Robert Almeida, Union Gap Police Department

RE: Recovery Act Justice Assistance Grant Interlocal Agreement

Attached please find a copy of the Interlocal Agreement for the Recovery Act Justice Assistance Grant, along with two signature pages.

Please obtain any necessary legislation and signatures for acceptance of this agreement. Once completed, contact my office and I will make arrangement to pick up both copies of the signature page and the completed legislation (resolution) from your Council or Board. After the Yakima City Council has finalized it's legislation, a copy of your completed signature page will be returned to you.

Please feel free to contact me at (509) 575-6210 if you have any questions.

Sincerely,

Kelly Rosenow  
Deputy Chief of Police



**RECOVERY ACT  
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD  
INTERLOCAL AGREEMENT**

This Agreement is made and entered by and between the City of YAKIMA, hereinafter referred to as YAKIMA, and Yakima COUNTY, hereinafter referred to as COUNTY, and the City of TOPPENISH, hereinafter referred to as TOPPENISH, and the City of WAPATO, hereinafter referred to as WAPATO, and the City of UNION GAP, hereinafter referred to as UNION GAP, and the City of SUNNYSIDE, hereinafter referred to as SUNNYSIDE, and the City of GRANDVIEW, hereinafter referred to as GRANDVIEW, and acting by and through their governing bodies, hereby agree to the following distribution of JAG ASSISTANCE GRANT FUNDS, as designated by the Recovery Act's Allocation of Funding to local agencies;

YAKIMA COUNTY	County	\$82,880	
YAKIMA CITY	Municipal	\$331,066	
GRANDVIEW CITY	Municipal	\$10,417	
SUNNYSIDE CITY	Municipal	\$26,721	
TOPPENISH CITY	Municipal	\$38,949	
UNION GAP CITY	Municipal	\$18,569	
WAPATO CITY	Municipal	\$25,589	\$534,191

**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 Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the CITIES and COUNTY believe it to be in their best interests to allocate the JAG funds as listed.

Now **THEREFORE**, the **COUNTY** and **CITIES** agree as follows:

**Section 1.**

YAKIMA Agrees to provide each listed jurisdiction the full dollar amount as identified on the Recovery Act JAG Allocation List.

**Section 2.**

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 3.**

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

**Section 5.**

The parties to this Agreement agree to provide timely and informative programmatic and financial reports as required by the grant program.

**Section 6.**

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 7.**

A copy of this Agreement, together with the resolutions of the Board of County Commissioners and the Councils of the Cities approving and ratifying this Agreement, shall be filed with the Yakima County Auditor's Office. This document may be signed in counterparts, with each Party receiving copies of all participating Party's fully executed signature pages.

**Section 8.  
Commencement and Duration.**

This Agreement shall become effective on the date it is executed by at least two parties and is intended to be indefinite. Any agency may terminate their participation in this Agreement by providing no less than thirty days (30) written notice to all parties signing this document, PROVIDED that any obligation or liability arising directly or indirectly for an occurrence prior to the date sought for such termination shall not be excused, and PROVIDED FURTHER that this Agreement shall remain in full force and effect as to the remaining participants so long as at least two parties remain active participants.

**Section 9.  
Modifications.**

This agreement may be modified at any time by written consent of all involved agencies. Modifications to this Interlocal Agreement shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

