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APPLICATION NUMBER GRANT 13429229

THE STATE OF IOWA  
COUNTY OF WOODBURY

KNOWN ALL BY THE PRESENT

**INTERLOCAL AGREEMENT**

**BETWEEN THE CITY OF SIOUX CITY, IOWA AND THE COUNTY OF WOODBURY, IOWA;**

**2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) GRANT PROGRAM AWARD**

This Agreement is made and enter into this 26<sup>th</sup> day of July 2021 by and between the CITY of Sioux City, acting by and through its governing body, the City Council, hereinafter referred to as CITY, and the COUNTY of Woodbury, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, both of Woodbury County, State of Iowa, witnesseth:

**WHEREAS**, this Agreement is made under the authority of Iowa Code; 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 fairly compensates the performing party for the services or functions under this agreement: and

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

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

**Section 1.**

CITY agrees to pay COUNTY 50% of funds received under the federal award for a total of \$24,096.00 in JAG funds.

**Section 2.**

CITY agrees to use \$24,096.00 for eligible activities under the JAG program until 09.30.2024.

COUNTY agrees to use \$24,096.00 for eligible activities under the JAG program until 09.30.2024.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Iowa Tort Claims Act.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Iowa Tort Claims Act.

**Section 5.**

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 6.**

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

**Section 7.**

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.

CITY OF Sioux City

  
\_\_\_\_\_  
Mayor, City of Sioux City, IA.

COUNTY OF Woodbury County

  
\_\_\_\_\_  
Chairman, Woodbury County, IA. Board of Supervisors

ATTEST

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Woodbury County Auditor

<input checked="" type="checkbox"/>	Regular Session
<input type="checkbox"/>	Study Session
<input type="checkbox"/>	Closed Session

**CITY OF SIOUX CITY  
REQUEST FOR CITY COUNCIL ACTION**

**MEETING DATE:** July 26, 2021 **ACTION ITEM #** \_\_\_\_\_

**FROM:** Captain Marti Reilly, Police Department

**SUBJECT:** Resolution approving an Interlocal Agreement with Woodbury County to make application for 2021 Byrne Justice Assistance Grant (JAG) Program funds for the Sioux City Police Department. Application Number (Grant 13429229)

<b>Reviewed By:</b>	Department Director	Finance Department	City Attorney	City Manager
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**RECOMMENDATION:**  
Staff respectfully request the City Council approve the Interlocal Agreement with Woodbury County.

**DISCUSSION:**  
The Interlocal Agreement is required by both federal and state authorities as a condition to receive Byrne Grant (JAG) funding. According to these authorities the funding amount of \$48,192.00 must be shared between the City and the County. Per the Interlocal Agreement, the amount is divided equally between the City and the County. The Sioux City Police Department will receive \$24,096.00 to be used to purchase needed equipment.

**FINANCIAL IMPACT:**  
No matching funds required.

**RELATIONSHIP TO STRATEGIC PLAN:**  
Municipal Responsibilities – Health and Safety “We will enhance public health and safety by maximizing the utilization of technology, improve community engagement, and improve communications and facilities.”

**ALTERNATIVES:**  
None

**ATTACHMENTS:**  
Resolution  
Interlocal Agreement.