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GMS APPLICATION NUMBER 2015-H3588-IA-DJ

THE STATE OF IOWA

KNOW ALL BY THESE PRESENT

COUNTY OF WOODBURY

**INTERLOCAL AGREEMENT**

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

**2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 22<sup>ND</sup> day of JUNE, 2015 by and between The COUNTY of Woodbury, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Sioux City, acting by and through its governing body, the City Council, hereinafter referred to as CITY, 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 COUNTY agrees to provide the CITY JAG award for the Justice Assistance Grant Program: and

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

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

**Section 1.**

COUNTY agrees to pay CITY 50% of funds received under the federal award for a total of **\$19,910.00** in JAG funds.

**Section 2.**

CITY agrees to use \$3,982.00 for the Tri-State Drug Task Force and remaining \$15,928.00 for eligible activities under the JAG program until 9-30-2019.

COUNTY agrees to use \$3,982.00 for the Tri-State Drug Task Force and remaining \$15,929.00 for eligible activities under the JAG program until 9-30-2019.

2015 JUN 23 PM 6 39  
AUDITOR & RECORDER &  
COMM. OF ELECTIONS  
PATRICK F. GILL  
WOODBURY COUNTY

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**Section 3.**

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 4.**

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 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.

COUNTY OF Woodbury County

CITY OF Sioux City

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

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

**ATTEST**

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

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