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**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN THE INTERLOCAL AGREEMENT WITH THE CITY OF BELLEVUE FOR THE RECREATIONAL TRAILS PROGRAM (RTP) GRANT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County applied for a Recreational Trails Program Grant through the Nebraska Game and Parks Commission for the development and extension of the Marv Holubar Trail; and,

WHEREAS, the grant was approved for submission by the County Board on September 27, 2011; and,

WHEREAS, the grant was approved by the Nebraska Game and Parks Commission; and,

WHEREAS, the City of Bellevue has agreed to contribute \$12,360 to the required match; and,

WHEREAS, the City of Bellevue has agreed to contribute 25% of maintenance costs for the Trail; and,

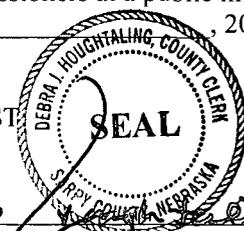
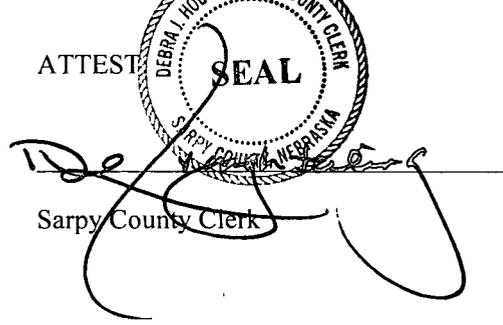
WHEREAS, Sarpy County is committed to and supports the Recreational Trails Grant for the development and extension of the Marv Holubar Trail; and,

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that the Chairman is hereby authorized to sign the Interlocal Agreement with the City of Bellevue for the RTP grant.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 12th day of June, 2012.



Sarpy County Board Chairman

ATTEST  
Sarpy County Clerk

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BELLEVUE, NEBRASKA AND COUNTY OF SARPY, NEBRASKA
RECREATIONAL TRAILS PROGRAM GRANT**

This Agreement is made and entered into this 9th day of July, 2012, by and between the County of Sarpy, acting by and through its governing body, the County Board of Commissioners (hereinafter referred to as "County") and the City of Bellevue, Nebraska acting by and through its governing body, the City Council (hereinafter referred to as "City") both of Sarpy County, State of Nebraska, witnesseth:

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; 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, County has been awarded a grant in the amount of \$164,600.00 from the Nebraska Game and Parks Commission for the extension of the Marv Holubar Trail; and,

WHEREAS, the Grantor requires a 20% match for the cost of the trail extension for a total of \$41,200.00; and,

WHEREAS, City will contribute \$12,360.00 of the required matching funds and County will contribute \$28,840.00 of the required matching funds; and,

WHEREAS, each governing body finds that the performance of this Interlocal 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.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

County shall receive Grant funds in the amount of one hundred sixty-four thousand six hundred dollars (\$164,600.00). County will spend such funds for purposes consistent with the terms of the Grant.

County shall contribute twenty-eight thousand, eight hundred forty dollars (\$28,840.00) and City shall contribute twelve thousand, three hundred sixty dollars (\$12,360.00) of the required matching funds for the Marv Holubar trail extension project.

Section 2.

County's Obligations:

- County shall serve as fiscal agent of the Grant and has final approval of all grant funds expended.
- County shall submit all required progress and financial reports to the Nebraska Game and Parks Commission.
- County shall submit invoices monthly to City for City's portion of reimbursement for the project construction, engineering, and observation. Such invoices shall total no more than \$12,360.00.

- County shall pay all maintenance and repair costs for the trail, subject to City's reimbursement as outlined in Section 3 below, for 25 years after the completion date. Maintenance and repair costs include, but are not limited to, mowing, weed control, snow removal, and repair of trail surface.

Section 3.

City's Obligations:

- City will follow all terms and conditions of the Grant, including but not limited to Assurances - Non-Construction Programs, Statement of Assurances, and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.
- City will reimburse County for the project construction, engineering, and observation as outlined in Section 2 above. County will submit all original invoices to City. Copies of detailed records shall be attached to the original invoices.
- Upon receipt of invoices from County, City will reimburse County for approved actual expenditures incurred for services covered by the grant.
- City shall reimburse County for 25% of all maintenance and repair costs as outlined in Section 2 above. County shall submit to City an annual invoice detailing all maintenance and repair costs. Within 30 days of the receipt of such invoice, City shall remit payment to County.

Section 4.

This Grant is for the purpose of extending the Marv Holubar Trail. Project shall be completed by December 31, 2013.

Section 5.

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 Political Subdivisions Tort Claims Act.

Section 6.

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 Political Subdivisions Tort Claims Act.

Section 7.

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 8.

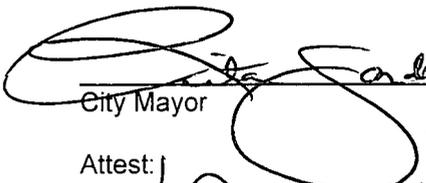
The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9.

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. Dated this 3 day of July, 2012

CITY OF Bellevue, Nebraska

COUNTY OF Sarpy, Nebraska


City Mayor

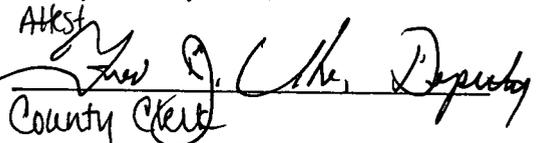

County Board Chair

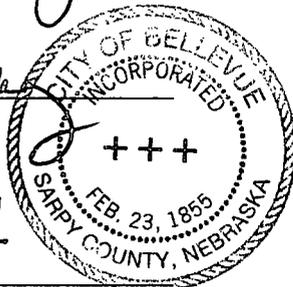
Attest:

Approved as to form:


City Clerk


County Attorney

Attest

County Clerk



Sarpy County Board of Commissioners

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PAPILLION, NE 68046-2895
593-4155

www.sarpy.com

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Rusty Hike District 1
Jim Thompson District 2
Tom Richards District 3
Jim Nekuda District 4
Jim Warren District 5

MEMO

TO: Sarpy County Board of Commissioners

FROM: Lisa A. Haire

RE: Interlocal Agreement with the City of Bellevue for the Recreational Trails Program Grant

On June 12, 2012 the County Board will be asked to authorize the Chairman to sign the Interlocal Agreement with the City of Bellevue for the Recreational Trails Program Grant (RTP) offered through the Nebraska Game and Parks Commission (NGPC). The Recreational Trails Program provides funds to develop recreational trails and trail-related facilities for non-motorized and motorized recreational use. Maintenance of the trail will be the responsibility of Sarpy County and the City of Bellevue for 25 years after completion.

Sarpy County was awarded \$164,600 in federal funds through the NGPC to develop and extend the Marv Holubar Trail. The development will extend the trail south to Quail Creek/Lakewood Villages and north to the Bellevue Soccer Complex which runs along the Papio Creek.

The grant requires a match of \$41,200. The City of Bellevue has agreed to contribute \$12,360 toward the required match and 25% of the costs for maintenance of the trail.

Please do not hesitate to contact myself or Dennis Wilson with any questions.

June 8, 2012

Lisa A. Haire

402-593-1565

cc: Mark Wayne
Scott Bovick
Brian Hanson
Dennis Wilson
Beth Garber
Deb Houghtaling