

**RESOLUTION NUMBER 7737**

**WHEREAS**, the City of Beatrice, Nebraska, has been awarded Two Hundred Fifty-Six Thousand Six Hundred Sixty-Five Dollars (\$256,665.00) in financial assistance from the Nebraska Game and Parks Commission National Park Service Land and Water Conservation Fund ("LWCF") Stateside Assistance Program for the purpose of constructing new pickleball courts at Chautauqua Park; and

**WHEREAS**, the Mayor and City Council of the City of Beatrice desire to enter into an Agreement with Southeast Nebraska Development District ("SEND") to retain SEND to administrate said grant award.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

**SECTION 1.** That the Mayor and City Clerk be authorized and directed to execute the Agreement between the City of Beatrice and SEND to retain SEND to administrate said grant award. A copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

**SECTION 2.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 2<sup>nd</sup> day of March, 2026.

Attest:

  
Erin Saathoff, MMC, City Clerk

  
Robert Morgan, Mayor

# Exhibit "A"

## AGREEMENT BY AND BETWEEN CITY OF BEATRICE, NEBRASKA AND SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT

**THIS AGREEMENT** is made by and between CITY OF BEATRICE, NE (hereinafter referred to as the "City"), and the SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT, (hereinafter referred to as "SENDD").

For the consideration stated herein, the City and SENDD do mutually agree as follows:

### I. SCOPE OF SERVICES

The Scope of Services to be performed by SENDD shall be generally described as assistance to the City in the administrative requirements for the Land and Water Conservation Fund (LWCF) Chautauqua Park Pickleball Courts project.

The Special Services shall include the following:

- Assist the City in project set-up for financial management and compliance files.
- Assist the City in review of Architectural/Engineering (A/E) plan documents to meet requirements of the funding agencies (Nebraska Game and Parks Commission - NGP).
- Assist the City and the A/E in a procurement process for construction contracts, to meet compliance requirements of the funding agency.
- Assist the City in interim reporting on finances and general progress of the project to meet compliance requirements.
- Assist the City in review of project completion to meet compliance requirements of the funding agencies.
- Assist the City in preparing final financial and final project completion reports to meet compliance issues of the funding agencies.

To facilitate SENDD's accomplishment of the services set forth above, the City agrees to provide SENDD with the following supportive services:

- A. Complete copy of accepted application to the LWCF programs.
- B. Copy of all contract and compliance agreements between the City and the funding agencies
- C. Copy of all proposed contracts and/or proposals from A/E firm for the project

### II. EFFECTIVE DATE

This Agreement shall be in full force and effective **March 2nd, 2026** which was the date in which the City Board authorized the Board Chair to execute the Agreement.

### III. TIME OF PERFORMANCE

The services of SENDD shall commence as of the date this Agreement is executed by an Authorized Representative of the City and shall be undertaken in such sequence as to assure completion within the Project timeline as established by the NGP.

The City, at its discretion, may extend the time period of this Agreement upon good cause shown by SENDD. Any such extension must be approved in writing by the City.

#### **IV. COMPENSATION AND METHOD OF PAYMENT**

*SEND*'s total cost for performing services outlined in Article I of this Agreement shall be a fixed fee of **\$10,000.00**, payable within a reasonable amount of time following presentation of *SEND* invoices. Invoices will be distributed after the execution of this agreement is completed (50%), and a final invoice (50%) following submission of the Final Progress and Financial reports for the project.

#### **V. AMENDMENTS**

The City may, from time to time, request changes in the Scope of Services of *SEND* to be performed hereunder. Such changes, including any increase or decrease in the amount of *SEND*'s compensation, which are mutually agreed upon by and between the City and *SEND*, shall be incorporated in written amendments to this Agreement.

#### **VI. PERSONNEL**

In entering into this Agreement with the City, *SEND* represents that:

- A. It has, or will secure at its own expense, all personnel required to perform the services under this Agreement and that said personnel shall not be employees of, or have any contractual relationship with, the City.
- B. All services required hereunder will be performed by *SEND* or under its supervision and all personnel engaged in the work shall be fully qualified.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

#### **VII. ASSIGNABILITY**

*SEND* shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City thereto provided, however, that claims for money by *SEND* from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

#### **VIII. TERMINATION FOR CAUSE**

If, through any cause, *SEND* shall fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if *SEND* shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate said Agreement by giving written notice to *SEND* of such termination and specifying the effective date thereof, at least 5-days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by *SEND* under this Agreement shall, at the option of the City, become its property and *SEND* shall be entitled to receive just equitable compensation for any work satisfactorily completed hereunder.

**IX. TERMINATION FOR CONVENIENCE OF THE City**

The City may terminate this Agreement at any time by giving at least 15-day notice, in writing, to *SENDD*. If the Agreement is terminated by the City as provided herein, *SENDD* will be paid for the time provided and expenses incurred up to the termination date. If the Agreement is terminated due to the fault of *SENDD*, Article VIII hereof relative to termination shall apply.

**X. TERMINATION FOR OTHER GROUNDS**

This contract may also be terminated in whole or in part:

- A. By the City, with the consent of *SENDD*, or by *SENDD* with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated; and,
- B. In the event the City fails to pay *SENDD* promptly or within thirty (30) days after invoices are rendered, the City agrees that *SENDD* shall have the right to consider said failure a breach of this agreement and the duties of *SENDD* under this agreement terminated. In such an event, the City shall then promptly pay *SENDD* for all services performed and all allowable expenses incurred.

**IN WITNESS WHEREOF**, legal representatives of the parties to this Agreement have executed the same on the dates indicated.

**SOUTHEAST NEBRASKA DEVELOPMENT  
DISTRICT**



Tom Bliss, Executive Director

**CITY OF BEATRICE, NE**



Robert Morgan, Mayor