

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT BETWEEN THE CITY OF BELLEVUE AND COUNTY OF SARPY FOR APPLICATION FOR JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

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, an agreement has been proposed with the City of Bellevue, Nebraska for joint application for Justice Assistance Grant Award funds for the purposes of purchasing mobile data computers for use in Bellevue Police Department cruisers and coordinating and implementing recruiting and testing campaigns for the Sarpy County Sheriff's Office, and said agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreement with the City of Bellevue in the application for the Justice Assistance Grant (JAG) Program Award a copy of which is attached.

BE IT FURTHER RESOLVED that the Chair of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the interlocal agreement regarding the Justice Assistance Grant (JAG) Program Award with the City of Bellevue.

DATED this 23rd day of June, 2009.

Moved by Rusty Heke, seconded by Rich Jansen, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

none

none

ABSTAIN:

none



Approved as to form:

[Signature]
Deputy County Attorney

[Signature]
County Clerk

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BELLEVUE, NEBRASKA AND COUNTY OF SARPY, NEBRASKA
RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 20th day of May, 2009, 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, witnessed:

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, 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, City will receive \$58,973.00 and County will receive \$31,996.00 from the JAG award for the 2009 Program (hereinafter referred to as "Grant") for the purposes of purchasing mobile data computers for use in Bellevue Police Department cruisers and coordinating and implementing recruiting and testing campaigns for the Sarpy County Sheriff's Office throughout the project period; and,

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

County shall receive Grant funds from the JAG Grant in the amount of thirty-one thousand nine hundred ninety six dollars (\$31,996.00). County will spend it for purposes not inconsistent with the terms of the Grant.

City shall receive Grant funds from the JAG Grant in the amount of fifty eight thousand nine hundred seventy three dollars (\$58,973.00). In no event shall County be responsible for more than the total allocated to City. City will spend it for purposes not inconsistent with the terms of the Grant and for the purpose of purchasing mobile data computers. City will seek from County reimbursement up to \$58,973.00.

Section 2.

County's Obligations:

- County has final approval of all grant funds expended and shall serve as fiscal agent of the Grant.
- County shall submit required progress and financial report.
- Upon receipt of original invoices from City as outlined in Section 3, County will reimburse City for approved actual expenditures incurred for services covered by the grant.
- County will spend its share not to exceed \$31,996.00.

Section 3.

City's Obligations:

- City will follow all terms and conditions of grant including the Assurances - Non-Construction Programs, Statement of Assurances, and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.

- City will keep detailed records of eligible expenditures for reimbursement from grant.
- City will provide County with its procurement procedures and proof that such procedures have been followed when purchasing Mobile Data Computers.
- City will submit to County for reimbursement up to \$58,973.00 all original invoices with proof of approval by the Police Chief or whoever authorizes such bills to be paid. Copies of detailed records shall be attached to the original invoices.
- City will provide to the Sarpy County Grant Coordinator all necessary information for quarterly progress reports and quarterly financial reports no later than six (6) days following the end of the quarter.

Section 4.

This Grant is a four year grant. Awards are made in the first fiscal year of the appropriation and may be expended during the following three (3) years for a total of four (4) grant period years.

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.

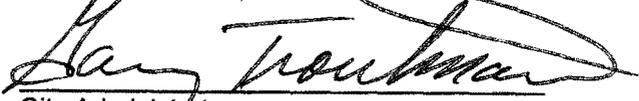
The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

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 20 day of May, 2009.

CITY OF Bellevue, Nebraska



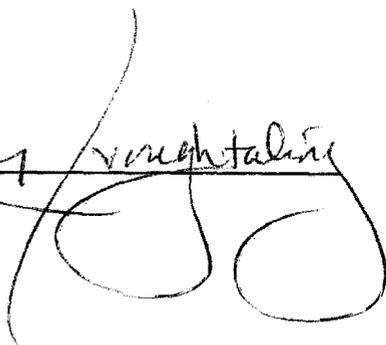
 City Administrator

COUNTY OF Sarpy, Nebraska

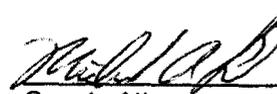


 County Board Chair





Approved as to form:



 County Attorney

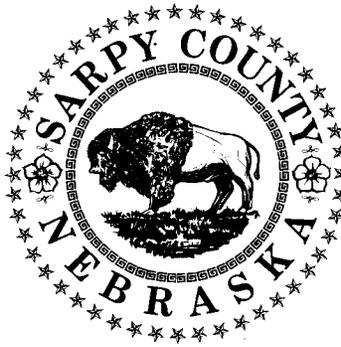
Sarpy County Board of Commissioners

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593-4155
www.sarpy.com

ADMINISTRATOR
Mark Wayne

DEPUTY ADMINISTRATOR
Scott Bovick

FISCAL ADMIN./PURCHASING AGT.
Brian Hanson



COMMISSIONERS

Rusty Hike
District 1
Joni Jones
District 2
Tom Richards
District 3
Pat Thomas
District 4
Rich Jansen
District 5

MEMO

To: Sarpy County Board

From: Carrie Davis-Sedlacek

Re: Interlocal agreement with the City of Bellevue for the Justice Assistance Grant (JAG).

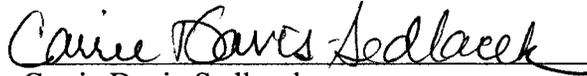
On June 23, 2009, the County Board will be asked to authorize the chair to sign the attached interlocal agreement with the City of Bellevue as part of the Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program Local Solicitation grant.

Per Bureau of Justice Assistance (the funding agency) regulations, Sarpy County and the City of Bellevue must apply together as a disparate jurisdiction in order to be eligible. A disparate allocation occurs when a city or municipality is scheduled to receive one and one-half times (150%) more than a county with concurrent jurisdiction, while that county bears more than 50% of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. Therefore, the City of Bellevue must apply with Sarpy County; the County will act as the fiscal agent of the grant.

The City of Bellevue will receive \$58,973 and Sarpy County will receive \$31,996 from the JAG award.

Please do not hesitate to contact me if you have comments or questions.

June 18, 2009


Carrie Davis-Sedlacek
593-1565

cc: Mark Wayne
Brian Hanson
Scott Bovick
Sheriff Davis
Chief Deputy Jones
Deb Houghtaling