

BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT BETWEEN THE CITY OF BELLEVUE AND COUNTY OF SARPY FOR APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (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 the Edward Byrne Memorial Justice Assistance Grant funds for the purpose of purchasing one portable radio for use by the Bellevue Police Department and one portable radio and related radio equipment for use by 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 attached Interlocal Agreement with the City of Bellevue in the application for the Edward Byrne Memorial Justice Assistance Grant funds.

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 Edward Byrne Memorial Justice Assistance Grant with the City of Bellevue.

Dated this 14th day of July, 2009.

Moved by Rich Jansen seconded by Tom Richards, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Rich Jansen
Tom Richards
George Jones
Tom Richard
Patrick J. Thomas

none

none

ABSTAIN:

none



Debra L. Houghtaling
County Clerk

Approved as to form:

J.R.
County Attorney

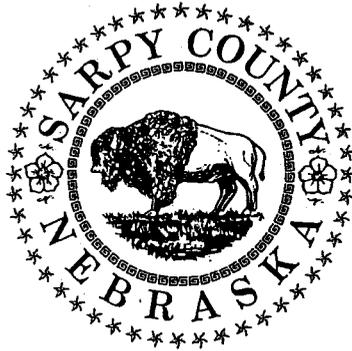
Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
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
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 Edward Byrne Memorial Justice Assistance Grant.

On July 14, 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 Edward Byrne Memorial Justice Assistance Grant Formula Program Local Solicitation grant. This item was tabled from the July 7, 2009 meeting.

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 \$7,072 and Sarpy County will receive \$7,021 from the JAG award.

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

July 9, 2009


Carrie Davis-Sedlacek
593-1565

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

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BELLEVUE, NEBRASKA AND COUNTY OF SARPY, NEBRASKA
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

This Agreement is made and entered into this 14 day of July, 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, 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, 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 \$7,072.00 and County will receive \$7,021.00 from the Edward Byrne Memorial Justice Assistance Grant (hereinafter referred to as "Grant") for the purposes of purchasing one (1) 800 megahertz portable radio for use by the Bellevue Police Department and for one (1) portable radio and related radio equipment for use by the Sarpy County Sheriff's Office and,

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

County shall receive Grant funds in the amount of seven thousand twenty-one dollars (\$7,021.00). County will spend it for purposes not inconsistent with the terms of the Grant and for the purpose of purchasing one (1) portable radio and related radio equipment.

City shall receive Grant funds in the amount of seven thousand seventy-two dollars (\$7,072.00). 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 one (1) 800 megahertz portable radio. City will seek from County reimbursement up to \$7,072.00.

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 \$7,021.00.

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 the 800 megahertz portable radio.
- City will submit to County for reimbursement up to \$7,072.00 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 14 day of July, 2009.

CITY OF Bellevue, Nebraska

Carol Blood
City Council Chair



COUNTY OF Sarpy, Nebraska

Jan Jones 7/14/2009
County Board Chair

Debra J. Houghtaling
County Clerk

Approved as to form:

John Rei
County Attorney

Attest:

Ray Dammet
City Clerk