

BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA

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

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 Interlocal Agreement was entered into by and between the City of Bellevue, Nebraska and Sarpy County on July 21, 2009 by Resolution No. 2009-205, which Interlocal Agreement allowed for the joint application for the Recovery Act: Justice Assistance Grant Fund for the purpose 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.

WHEREAS, said Interlocal Agreement stated that City of Bellevue was to receive \$59,768.00 and County was to receive \$31,996.00. However, due to a clerical miscalculation, the City of Bellevue is actually allocated \$59,773 from the Recovery Act: Justice Assistance Grant Program.

WHEREAS, the attached Amendment to Interlocal Agreement purports to amend the Interlocal Agreement in order to allow the City of Bellevue to receive the full amount of funds available from the Nebraska Recovery Act Justice Assistance Grant Program and said attached Amendment represents the corrected amount that the City of Bellevue shall receive, that amount being \$59,773.00.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the attached Amendment to the Interlocal Agreement with the City of Bellevue for the Recovery Act: Justice Assistance Grant Program.

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 Amendment to the Interlocal Agreement regarding the Recovery Act: Justice Assistance Grant with the City of Bellevue, and any other related documents, the same being approved by this board.

Dated this 4<sup>th</sup> day of May, 2010.

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

Carried.

YEAS:

NAYS:

ABSENT:

[Handwritten signatures]

none

none

ABSTAIN:

none

Approved as to form:

County Attorney

[Signature]  
County Clerk



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

This Second Amendment to the Interlocal Agreement signed is made and entered into this 4 day of MAY, 2010, 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 Second Amendment to the 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: and

**WHEREAS**, the original Interlocal Agreement (hereinafter "Interlocal Agreement") was entered into on May 20, 2009 by and between the County and City for the purpose of applying for funds from the Recovery Act: Justice Assistance Grant (JAG) Program for the benefit of each agency. The Interlocal Agreement stated that the City was to receive \$58,973.00 and the County was to receive \$31,996.00; and,

**WHEREAS**, due to a clerical miscalculation, a First Amendment to the Interlocal Agreement (hereinafter "First Amendment") was entered into on July 21, 2009 by and between the County and City. In the First Amendment, the City was to receive \$59,768.00 and the County was to receive \$31,996.00; and,

**WHEREAS**, due to another clerical miscalculation, the amount the City receives under the Recovery Act: Justice Assistance Grant (JAG) Program is actually \$59,773.00; and,

**WHEREAS**, the City and County have agreed to enter into a Second Amendment to the Interlocal Agreement (hereinafter "Second Amendment") as follows:

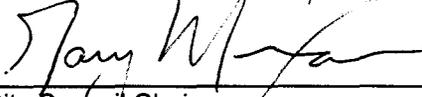
**NOW, THEREFORE**, the City and the County hereby mutually agree as follows:

1. The purpose of this Second Amendment to the Interlocal Agreement is to allow the City to receive the correct amount of funds available from the JAG Program.

2. That each reference in the Amendment to Interlocal Agreement that refers to \$59,768.00 shall be revised to refer to \$59,773.00.
3. Except as set forth herein, the Interlocal Agreement is unmodified and remains in full force and effect.

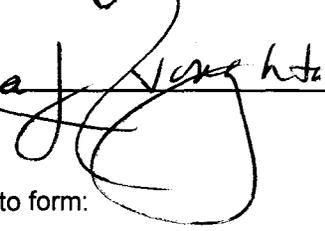
Dated this 4 day of MAY, 2010.

CITY OF Bellevue, Nebraska

  
\_\_\_\_\_  
City Council Chair

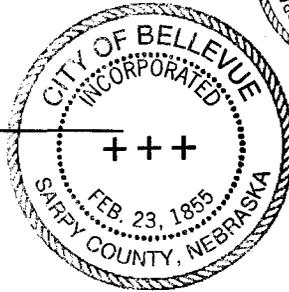
COUNTY OF Sarpy, Nebraska

 5/4/2010  
\_\_\_\_\_  
County Board Chair

  
\_\_\_\_\_  
County Clerk

Attest:

  
\_\_\_\_\_



Approved as to form:

\_\_\_\_\_  
County Attorney

**THE SARPY COUNTY SHERIFF'S OFFICE &  
THE BELLEVUE POLICE DEPARTMENT**

**JUSTICE ASSISTANCE GRANT**

**BUDGET & NARRATIVE**

<b>Category</b>	<b>Requested Amount</b>	<b>Match Share</b>	<b>Total Project Cost</b>
A. Personnel	\$2,969	\$0	\$2,969
B. Consultants/Contracts	\$6,000	\$0	\$6,000
C. Supplies	\$16,715	\$0	\$16,715
D. Equipment	\$59,773	\$0	\$59,773
E. Other Costs	\$6,312	\$0	\$6,312
<b>TOTAL AMOUNT</b>	<b>\$91,769</b>	<b>\$0</b>	<b>\$91,769</b>

**CERTIFICATION: I hereby certify the information in this application is accurate and, as the authorized official for the project, hereby agree to comply with all provisions of the grant program and all other applicable state and federal laws.**

<b>Name of Authorized Official:</b> Joni Jones
<b>Title:</b> Sarpy County Board of Commissioners Chairperson
<b>Address:</b> 1210 Golden Gate Drive
<b>City, State, Zip:</b> Papillion, NE. 68046
<b>Telephone:</b> 402-593-4155
<b>Signature:</b> 
<b>Date:</b> May 4, 2010

**CATEGORY A- PERSONNEL:**

<b>Purpose</b>	<b>Amount Requested</b>	<b>Match</b>	<b>Subtotal</b>	<b>Requested Fringe</b>	<b>Match Fringe</b>	<b>TOTAL COSTS</b>
SCSO Deputy Overtime for Career Fairs	\$2,025	\$0	\$2,025	\$332	\$0	\$2,357
SCSO Deputy Overtime for building testing materials	\$526	\$0	\$526	\$86	\$0	\$612
<b>TOTAL</b>	\$2,551	\$0	\$2,551	\$418	\$0	\$2,969

**CATEGORY A – PERSONNEL NARRATIVE:**

**Deputy Overtime:**

63 hours @ \$40.49/hour = \$2,551

**Total Overtime: \$2,551**

**Fringe Benefits:**

Social Security: \$195

Retirement Contributions: \$223

**Total Fringe: \$418**

**PERSONNEL TOTAL: \$2,969**

The Sarpy County Sheriff's Office will use 50 hours of overtime to send deputies to career fairs to promote the additional hiring processes. Additionally, the SCSO will use 13 hours of overtime to pay a deputy to build several of the structures to be used in the physical agility test.

**The total request for personnel is \$2,969.**

**CATEGORY B – CONSULTANTS AND CONTRACTS:**

**1. NAME OF CONSULTANT:** Morrow & Associates

**2. SERVICE PROVIDED:** Candidate recruitment and testing

**Individual**

**Organization**

	Rate	# of Hires	Amount Requested	Applicant's Match	Total Cost
Consultant Fee	\$250 per hire	24	\$6,000	\$0	\$6,000

**CATEGORY B – CONSULTANTS AND CONTRACTS NARRATIVE:**

The Sarpy County Sheriff's Office will contract with Morrow & Associates to administer an expansive recruitment program, serve as host for sponsored events, coordinate the registration and application process, verify candidate qualifications for minimum requirements, administer the written and physical agility exams, consolidate all exam scores and forward the information to the SCSO. The following services will be included:

1. Research, prepare and coordinate all job advertisements to include online and newspaper postings.
2. Research, prepare and coordinate recruitment efforts to include attendance at career fairs, and forwarding information to career placement offices and other designated media sources. Morrow & Associates will coordinate recruitment events to include registration, attendance, preparation of all handout materials, signage and agency exposure. .
3. Coordinate, process and administer the application/registration process to include notifications, organizing and maintaining candidate information database and verifying candidate qualifications for minimum requirements.
4. Coordinate and process applicant inquiries, mail, notifications, payment, release forms, and other issues, paperwork and general customer service.
5. Coordinate and administer the exam process to include purchasing the exams, coordinating the testing location, proctoring the exams and processing test results.
6. Coordinate the release of test results and candidate information.

**The total request for this contract is \$6,000.**

**CATEGORY C - SUPPLIES:**

Item	Quantity	Unit Price	Amount Requested	Applicant's Match	Total Cost
POST & TABE Tests	416	\$25.00	\$10,400	\$0	\$10,400
Recruitment Brochures			\$815	\$0	\$815
Physical Agility Test Structure Building Materials			\$3,500	\$0	\$3,500
Physical Agility Test Dummy	1	\$2,000	\$2,000	\$0	\$2,000
<b>TOTAL</b>			\$16,715	\$0	\$16,715

**CATEGORY C - SUPPLIES NARRATIVE:**

**POST & TABE Tests:**

The Sarpy County Sheriff's Office will purchase 416 Police Officer Standards Test (POST) and the Test of Adult Basic Education (TABE) to be administered as part of the SCSO deputy testing during the four year project period.

**Recruitment Brochures:**

The Sarpy County Sheriff's Office will purchase brochures as part of their recruitment campaigns during the four year project period.

**Physical Agility Test Structure Building Materials:**

The Sarpy County Sheriff's Office will purchase building materials to build structures to be used for the physical agility tests during the four year project period. Materials include, but are not limited to: lumber, screws, nails, and other hardware.

**Physical Agility Test Dummy:**

The Sarpy County Sheriff's Office will purchase a dummy to be used for the physical agility test during the four year project period. The dummy has a lifespan of longer than two years and is therefore included in the Supply category rather than equipment.

**CATEGORY D – EQUIPMENT**

<b>ITEM</b>	<b>COSTS EA</b>	<b>QUANTITY</b>	<b>TOTAL</b>
MW810 Mobile workstation CPU	\$ 2,396.00	6	\$ 14,376.00
Intel core 2 DUO 2.16GHN T7400	\$ 400.00	6	\$ 2,400.00
WIN XP-Pro Image W/Vista Business License	\$ 200.00	6	\$ 1,200.00
DISP. 12.1 XGA1200NIT Touchscreen	\$ 2,236.00	6	\$ 13,416.00
Add:802.11 A/B/G, 2 Conn. 1. ANT	\$ 316.00	6	\$ 1,896.00
Add: Bluetooth communications	\$ 56.00	6	\$ 336.00
5.0 (16.4FT) MW810 Disp-CPU Cbl, RGB	\$ 76.00	6	\$ 456.00
Keyboard, backlit, us. MW810	\$ 204.00	9	\$ 1,836.00
2 year repair service advantage, MW	\$ 632.00	6	\$ 3,792.00
Aux Cable W/connect block MW810	\$ 42.50	7	\$ 297.50
Assy Cable	\$ 38.26	8	\$ 306.08
Duplexer	\$ 459.87	6	\$ 2,759.22
Modems for workstations	\$ 2,783.70	6	\$ 16,702.20
			\$ -
			\$ -
<b>TOTAL AMOUNT</b>			<b>\$ 59,773.00</b>

## **CATEGORY D – EQUIPMENT**

The Bellevue Police Department will utilize all of the funds received during this grant period and purchase six (6) Mobile Workstation CPU's and install them into the cruisers. All of the Mobile Workstation CPU's will be used by our road patrol officers and will enhance their capabilities to protect and serve the community and allow them immediate access to pertinent information that could potentially lead to the arrests of wanted criminals. All the cables, antennas, docking stations, modems and CPU's will be purchased and installed within the first two (2) months of the award and will be fully operational immediately once installed. These units can be ordered as soon as the award is received. The grant funds will be tracked separately and quarterly reports will be submitted.

**Total Equipment Costs: \$59,773**

**CATEGORY E - OTHER COSTS**

<b>DESCRIPTION:</b>			
<b>Item</b>	<b>Amount Requested</b>	<b>Applicant's Match</b>	<b>Total Cost</b>
Financial Aid for Applicants	\$315	\$0	\$315
Advertising	\$5,997	\$0	5,997
<b>TOTAL</b>	<b>\$6,312</b>	<b>\$0</b>	<b>\$6,312</b>

**CATEGORY E - OTHER COSTS**

The Sarpy County Sheriff's Office will provide financial aid to applicants who cannot afford the \$45.00 testing fee. The Office estimates no more than 7 applicants will need the assistance and has therefore budgeted \$315.00 for this purpose.

The SCSO will purchase additional advertising to enhance recruitment efforts. The Office will spend \$5,997 on advertising.

**The total request for other costs is \$6312.**

**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.

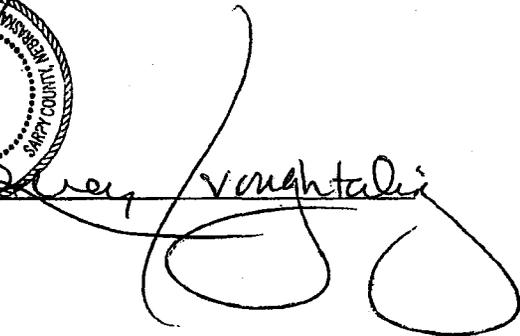
CITY OF Bellevue, Nebraska

  
 City Administrator

COUNTY OF Sarpy, Nebraska

  
 County Board Chair



  
 Attest:

Approved as to form:

  
 County Attorney

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

This Amendment to the Interlocal Agreement signed is made and entered into this 21 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 Amendment to the 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: and

**WHEREAS**, the Interlocal Agreement was entered into on May 20, 2009 (hereinafter "Interlocal Agreement"), by and between the County and the City. The Interlocal Agreement was entered into for the purpose of applying for funds from the Nebraska Recovery Act: Justice Assistant Grant (JAG) Program for the benefit of each agency. The Interlocal Agreement stated that the City was to receive \$58,973.00 and County was to receive \$31,996.00. The City is actually able to receive an additional \$795 from the JAG Program. The difference in the amount is due to a clerical miscalculation.

**WHEREAS**, the City and the County have agreed to enter into the following amendment to the Interlocal Agreement.

**NOW, THEREFORE**, the City and the County hereby mutually agree as follows:

1. The purpose of this Amendment to the Interlocal Agreement is to allow the City to receive the correct amount of funds available from the JAG Program.
2. That each reference in the Interlocal Agreement that refers to \$58,973.00 shall be revised to refer to \$59,768.00.
3. Except as set forth herein, the Interlocal Agreement is unmodified and remains in full force and effect.

Dated this 21<sup>st</sup> day of July, 2009.

CITY OF Bellevue, Nebraska

Carol Blood  
City Council Chair

COUNTY OF Sarpy, Nebraska

Tom Jones  
County Board Chair

Attest:

Lay Dammet

Approved as to form:

Maureen O'Keefe  
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: Lisa A. Haire

Re: Amendment to the interlocal agreement with the City of Bellevue for the Recovery Act Justice Assistance Grant (JAG).

On May 4, 2010, the County Board will be asked to authorize the chair to sign the attached budget revision and second amendment to the interlocal agreement with the City of Bellevue as part of the Recovery Act Justice Assistance Grant (JAG) Program Local Solicitation grant.

**The grant budget and the interlocal agreement submitted July 21, 2009 between Sarpy County and the City of Bellevue were \$5.00 less than the grant award.** Per Bureau of Justice Assistance (the funding agency) regulations, Sarpy County and the City of Bellevue must submit a budget and interlocal agreement matching the Bureau of Justice Assistance allocations.

The City of Bellevue's allocation was miscalculated on two separate interlocal agreements signed May 20, 2009 and July 21, 2009. The Bureau of Justice Assistance requested revised budgets reflecting these two interlocal agreements which were submitted. Upon further review, the Bureau of Justice Assistance requested the budget, interlocal and the allocations all match to the exact dollar to satisfy certain special conditions written into the grant award. The City of Bellevue is eligible to receive \$59,773 and Sarpy County will receive \$31,996 for a total of \$91,769 from the JAG award.

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

April 29, 2010

\_\_\_\_\_  
Lisa A. Haire  
593-1565

cc: Mark Wayne  
Brian Hanson  
Scott Bovick  
Sheriff Davis  
Chief John Stacey  
Deb Houghtaling