12/001663

BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT BETWEEN THE CITY OF BELLEVUE, NEBRASKA AND THE COUNTY OF SARPY, NEBRASKA FOR THE SARPY COUNTY TRAFFIC UNIT

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 between the City of Bellevue, Nebraska and the County of Sarpy, Nebraska for purposes of the Sarpy County Traffic Unit; and,

WHEREAS, 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 for the Sarpy County Traffic Unit.

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 attached hereto and any other related documents.

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 16th day of October, 2012.

Sarpy County Board Chairman

ATTEST:

Sarpy County Clerk

DEBRA I. HOUGHTALING, COUNTY CLERK
SEAL
SARPY COUNTY, NEBRASKA

Sarpy County Board of Commissioners

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PAPILLION, NE 68046-2895
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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

From: Lisa A. Haire

Re: Interlocal Agreement with City of Bellevue for the Sarpy County Traffic Unit

On October 16, 2012, the County Board will be asked to approve and authorize the Chair to sign the attached Interlocal Agreement with the City of Bellevue for the Sarpy County Traffic Unit.

The Traffic Unit grant provides funding for the Sarpy County Sheriff's Office (SCSO) to collaborate with the Bellevue Police Department to continue the Traffic Unit. The Nebraska Office of Highway Safety has approved $192,694 for personnel costs

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

October 12, 2012

Lisa A. Haire
593-1565

cc: Mark Wayne
Brian Hanson
Scott Bovick
Sheriff Davis
Captain London
Chief Elbert
Deb Houghtaling

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BELLEVUE, NEBRASKA AND THE COUNTY OF SARPY, NEBRASKA

This Agreement is made and entered into this 13th day of November 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 (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, Sarpy County has been awarded a grant from the Nebraska Office of Highway Safety (hereinafter referred to as "Grant") to fund the Sarpy County Traffic Unit for one year; and,

WHEREAS, for purposes of creating and running a Sarpy County Traffic Unit, County will reimburse City, acting on behalf of the Bellevue Police Department (hereinafter referred to as "BPD"), with grant funds in the amount of $ 94,014 for personnel expenses for two officers who will staff the Traffic Unit.

NOW THEREFORE, the COUNTY and CITY agree as follows:

SECTION 1

County shall receive Grant funds in the amount of $192,694 from the Nebraska Office of Highway Safety to fund the Sarpy County Traffic Unit for one year. County's portion of said grant funds shall be $98,680. County shall use such funds for personnel expenses for two deputies who will staff the Sarpy County Traffic Unit. County shall spend such money for purpose not inconsistent with the terms of the Grant.

City's share of the Grant funds shall be $94,014. County will reimburse City $94,014 for personnel expenses for two officers who will staff the Traffic Unit. City agrees to spend such funds for purposes not inconsistent with the terms of the Grant.

In no event shall County be responsible for more than the total funds allocated to City. City will spend such money for purposes stated above and not inconsistent with the terms of the Grant. City may seek from County reimbursement up to $94,014 for the purposes stated above.

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 reports as required.
- 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 reimburse City with Grant funds in the amount of $94,014 for personnel expenses for two officers who will staff the Traffic Unit.

SECTION 3

City's Obligations:

- City will abide by all the guidelines, terms and conditions set forth in the Grant award and the Grant Contract Proposal Application Guide.
- City will keep detailed records of eligible expenditures for reimbursement from Grant.

- City will submit to County for reimbursement up to $94,014, as delineated above, all original invoices with proof of approval by the Police Chief or whoever authorizes such bill to be paid. Copies of detailed records shall be attached to the original invoices.
- City will submit monthly activity information and statistics to the Sarpy County Grant Coordinator before the 9th of each month.
- City will submit bi-weekly payroll timecards for reimbursement to Debby Peoples in the Sarpy County Fiscal Department.
- City will submit all invoices to the Sarpy County Fiscal Department.
- City will submit required activity information for the annual report to the Sarpy County Grant Coordinator no later than October 15, 2013.

SECTION 4

This Grant is a one-year grant. Additional grant years are subject to new application and approval.

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 14th day of November 2012

CITY OF Bellevue, Nebraska

City Mayor

CITY OF BELLEVUE INCORPORATED +++ FEB. 23, 1855 SARPY COUNTY, NEBRASKA

Attest:

City Clerk

COUNTY OF Sarpy, Nebraska

10-16-12

County Board Chair

Attest:

County Clerk

DEBRA J. HOUGHTALING, COUNTY CLERK SEAL SARPY COUNTY, NEBRASKA