

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AND AUTHORIZING THE CHAIRMAN TO SIGN AN
ADDENDUM TO THE GRANT AGREEMENT BETWEEN
THE SHERWOOD FOUNDATION AND SARPY COUNTY**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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;

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board;

WHEREAS, on November 5, 2013, Sarpy County accepted the Sherwood Foundation Grant Award for the Truancy Program and Juvenile Justice Reporting Center, a copy of the grant agreement ("Agreement") is attached hereto;

WHEREAS, the County desires to enter into the attached addendum ("Addendum") to the Agreement; and

WHEREAS, entering into this Addendum is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED, that the Sarpy County Board of Commissioners hereby approves the Addendum and any other related documents, the same being approved and adopted by the Board.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk are hereby authorized to execute on behalf of this Board, the Addendum.

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 7th day of January, 2014.

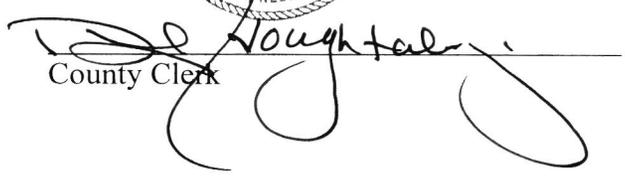


Sarpy County Board Chairman

Attest:

SEAL





County Clerk

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

Don Kelly District 1
Jim Thompson District 2
Tom Richards District 3
Brenda Carlisle District 4
Jim Warren District 5

MEMO

To: Sarpy County Board

From: Lisa A. Haire

Re: Sherwood Foundation Addendum to Grant Agreement

On January 7, 2014, the County Board will be asked to authorize the Chairman to sign the Addendum to the grant agreement from the Sherwood Foundation. The Addendum assures the Foundation that Sarpy County is committed to the Juvenile Detention Alternatives Initiative (JDAI) and practices employed through the grant are approved by the Annie E. Casey Foundation and JDAI.

If you have any questions, please do not hesitate to contact Dick Shea at (402) 537-7021.

January 3, 2014

cc: Mark Wayne
Brian Hanson
Scott Bovick
Dick Shea
Deb Houghtaling

Lisa A. Haire

lhaire@sarpy.com

Grant # 3385

ADDENDUM TO GRANT AGREEMENT

This Addendum to Grant Agreement is entered into between The Sherwood Foundation ("Sherwood") and Sarpy County, Nebraska ("Sarpy County").

WHEREAS, Sherwood has presented to Sarpy County a form of grant agreement, a copy of which is attached hereto ("Grant Agreement"); and

WHEREAS, the parties understand that the advancement of grant funds is contingent upon certain items.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the parties agree as follows:

1. The payment of the grant funds from Sherwood to Sarpy County is contingent upon:
 - a. Any juvenile justice alternative activities that are funded through the use of Sherwood grant funds must be approved by and vetted through the Juvenile Detention Alternatives Initiatives Committee
 - b. Sarpy County remains committed to Juvenile Justice reform, including support for the Juvenile Detention Alternatives Initiatives Committee
2. ~~Sarpy County shall provide to Sherwood evidence of compliance with the contingencies described in Section 1 of the Addendum upon Sherwood's request.~~
3. Except as provided herein, all other terms of the Grant Agreement remain unchanged.

The Sherwood Foundation

Sarpy County, Nebraska

By: *Shawna*
Title: Director of Finance

By: *Joe*
Title: Chairman

DOCS/1230828.1

Approved as to form:

BM
Deputy Sarpy County Attorney

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN THE SHERWOOD FOUNDATION GRANT AWARD
FOR THE TRUANCY PROGRAM AND JUVENILE JUSTICE REPORTING CENTER

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, a Sherwood Foundation Grant was available to the Sarpy County Juvenile Justice Center; and,

WHEREAS, Sarpy County requested funding for Truancy and Reporting Center Staff; and,

WHEREAS, Sarpy County is committed to and supports Truancy programming at the Juvenile Justice Center; and;

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that the Chairman is hereby authorized to sign the Sherwood Foundation Grant Award.

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 5th day of November 2013.

ATTEST



Debra J. Woughtaling
Sarpy County Clerk

James A. ...
Sarpy County Board Chairman

Sarpy County Board of Commissioners

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PAPILLION, NE 68046-2895
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COMMISSIONERS	
Don Kelly	District 1
Jim Thompson	District 2
Tom Richards	District 3
Brenda Carlisle	District 4
Jim Warren	District 5

MEMO

To: Sarpy County Board

From: Lisa A. Haire

Re: Sherwood Foundation Grant Award

On November 5, 2013, the County Board will be asked to authorize the Chairman to sign the Sherwood Foundation Grant award.

Sarpy County has been awarded \$134,364 for three Staff at the Juvenile Reporting Center. One Juvenile Services Officer for supervising the Day Reporting Center, one Teacher for the school year, and one Truancy Youth Attendant. There will be no County match required for this grant. If you have any questions, please do not hesitate to contact Dick Shea at (402) 537-7021.

November 1, 2013

Lisa A. Haire

cc: Mark Wayne
Brian Hanson
Scott Bovick
Dick Shea
Deb Houghtaling



October 22, 2013

Mr. Dick Shea, Director,
Patrick J. Thomas Juvenile Justice Center
County of Sarpy
9701 Portal Road
Papillion, NE 68046

Dear Mr. Shea,

I'm pleased to inform you that the County of Sarpy, Patrick J. Thomas Juvenile Justice Center has been awarded a grant for the Sarpy County Juvenile Justice Center Truancy Initiative in the amount of \$134,364. I was impressed with the vision and implementation of your facility's initiatives.

Please read and follow the directions below to accept the grant award and to initiate the payment process:

1. Print the attached Grant Agreement, obtain the required signature, and email both pages of the signed agreement to: jeannineh@sherwoodfoundation.org within thirty (30) days.
2. The Sherwood Foundation® has instituted a direct deposit process whereby grant payments are made via ACH Transfer. To access the ACH form, you will need to go to your organization's "My Account" page at www.sherwoodfoundation.org and select the "Apply" tab. Scroll down to the "Returning Applicant" bar and click on "My Account". Select the "Requirements" tab located near the top, left hand side of the screen. Click on the "ACH Form", complete and submit.
3. This grant funding is contingent on receiving a memorandum of understanding regarding Sarpy County assuming responsibility of a sustainability plan for this proposal. I am happy to discuss further via the telephone.

We prefer to maintain an open relationship with our grantees and appreciate being kept abreast of any major administrative or program changes or issues in a timely manner.

You are required to complete and submit online progress and/or final report(s) by the deadline(s) indicated in the Grant Agreement. You will receive an email notification 30 days prior to the due date.

Congratulations and thank you for all you do in our community.

Warm regards,

Kerri R. Peterson
Director of Urban Initiatives



**Grant Agreement
ID # 3385**

This Grant Agreement contains the terms and conditions for a grant in the amount of \$134,364 from The Sherwood Foundation® to County of Sarpy, Patrick J. Thomas Juvenile Justice Center (“the Grantee”). By signing this Grant Agreement and accepting grant funds, the Grantee makes the representations and agrees to the obligations and conditions set forth below.

Purpose of the Grant

This grant is for the Sarpy County Juvenile Justice Center Truancy Initiative. The Grantee may not use the funds for any other purpose unless written permission has been received from the Foundation. Any portion of the grant funds not committed to the purposes of the grant must be returned to the Foundation. The Grantee must inform the Foundation if there are significant changes in the purposes of the grant, the use of grant funds, or personnel who are important to accomplishing the purposes of the grant or if the grant funds cannot be expended in the time period set forth in the grant proposal.

Organizational Tax Status

The Grantee certifies that it is tax-exempt under Section 501(c)3 of the Internal Revenue Code and that it is not a private foundation as defined by Internal Revenue Code Section 509(a). The Grantee will advise the Foundation immediately if its tax-exempt status or non-private foundation classification has been changed.

Organizational Anti-Discrimination Policy

The Grantee acknowledges that it does not discriminate in hiring practices or service provision to clients and/or customers based on race, ethnicity, religious preference, age, physical ability, sexual orientation, military service or gender.

Payment Schedule:

November of 2013

Report Schedule:

December 1, 2014

The signed grant agreement must be returned via email, and the ACH form must be completed online within thirty (30) days to generate the initial payment.

The Grantee will receive notification by email thirty (30) days prior to the due date. The Grantee remains responsible for reporting on this grant until all requirements have been fulfilled.

Records

The Grantee will maintain books and records of the grant funds received and the expenses incurred, as required by the Internal Revenue Code and Treasury Regulations, until all grant requirements have been fulfilled. The Grantee will make its books and records available to the Foundation on request, within a reasonable time.

Contact Information

Kerri R. Peterson, Director of Urban Initiatives
kerrip@sherwoodfoundation.org

Prohibited Uses

Grants from the Foundation are subject to certain restrictions set forth in the Internal Revenue Code and Treasury Regulations. The Grantee will not use any grant funds:

- A. To conduct lobbying or otherwise attempt to influence legislation (within the meaning of Internal Revenue Code Section 4945(d)(1)).
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of the Internal Revenue Code Section 4945(d)(2)).
- C. For any grant which does not comply with the requirements of Internal Revenue Code Section 4945(d)(3) or 4945(d)(4) (relating to grants to organizations other than public charities).
- D. For purposes other than charitable, scientific, or educational, within the meaning of Internal Revenue Code Section 170(c)(2)(B).
- E. For purposes other than those stated in this Grant Agreement. In addition, this grant is made exclusively to the Grantee and may not be transferred or assigned to another organization or person.

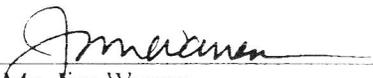
Grantor's Rights

The Foundation may include information on this grant in its periodic public reports and may also refer to this grant in public materials. By accepting these grant funds, the Grantee agrees to such disclosure. The Foundation reserves the right to discontinue, modify, or withhold any payments due under this grant, or to require repayment of any unexpended grant funds if necessary, in the Foundation's judgment, to comply with any law or regulation applicable to this grant. In this event, the Foundation will notify the Grantee in writing and provide an opportunity to respond.

The individual signing this Grant Agreement on behalf of the Grantee hereby represents and warrants that he or she is duly authorized to execute this Grant Agreement and to bind the Grantee to the terms and conditions contained herein.

Grantee

Read and agreed to by: County of Sarpy, Patrick J. Thomas Juvenile Justice Center

By:  Date: 11/5/13
Mr. Jim Warren
Chairman, Board of Commissioners



OFFICE OF THE SHERIFF
Sarpy County Juvenile Justice Center
MEMORANDUM



JUVENILE SERVICES DIVISION

To: Ms. Kerri R. Peterson, Director of Urban Initiatives-Sherwood Foundation
From: Richard Shea, Director
CC:
Date: October 30, 2013
Re: Memo of Understanding

I wish to thank you and the Sherwood Foundation on behalf of Sarpy County for awarding \$134,364 for the implementation of the Sarpy County Juvenile Justice Center Truancy Initiative. By expanding the current Truancy Program, Sarpy County will be able to reduce the number of juveniles being placed in detention and serve youth at the front end of the system, helping to divert them from Juvenile Court. Through this funding, Sarpy County will begin a Day Reporting Center, add a teacher, and add a Truancy Officer.

As mentioned in my email dated October 11, 2013, as well as my telephone conversation with you yesterday, Sarpy County is working with State Legislature and other Justice Representatives to make sure adequate funding is appropriated for alternative programs. Sarpy County has been in discussions with several key individuals with regard to future funding for the Truancy Initiative through LB561. This will more than likely be a one to two year process of obtaining the needed funding.

Sarpy County is also actively involved with the Juvenile Detention Alternatives Initiative (JDAI). The goal of JDAI is to reduce the number of juveniles in detention. As Sarpy County continues to work on this process, staff will be reassigned to assist with alternative programming. The total number of juveniles served will not necessarily be reduced. As a direct result of Sarpy County's alternative programs, more youth will likely be served but in the least restrictive environment as is appropriate which will result in fewer youth in detention facilities.

Thank you very much for your support.

Respectfully submitted,

Richard Shea, Director