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**AGENDA ITEM
REQUEST/JUSTIFICATION FORM**
(To be completed by requesting Department)
Forward all requests to Sharon Bourke, LC2 Civic Center
**DEADLINE SUBMITTAL IS 3:00 P.M. WEDNESDAY
BEFORE THE TUESDAY MEETING**

Agenda item: Consent

(i.e. Consent/Recognition-Proclamation/Presentation/Public Hearing/Committee, etc.)

Date to be on agenda: December 1, 2015

Exact wording to be used for the agenda: Resolution for approval
Douglas County Public Defender's office to enter into REVISED Grant
Agreement ID #3809 The Sherwood Foundation

Action requested: Approval

Amount requested: \$48,250 Object Code: _____

Is item in current year's budget? Yes _____ No X

Does this item commit funds in future years? Yes _____ No X

If yes, explain: _____

If an agreement or contract, has the County Attorney reviewed and approved? Yes X No _____

Previous action taken on this item, if any: Approval in 2014

Recommendations and rationale or action: _____

Will anyone speak on behalf of this item, if so who? _____ If needed _____

If this is a rush agenda item, please explain why: _____

Submitted by (Name & Dept.): Thomas Riley, Public Defender Ext. 7687

Date submitted: November 24, 2015

List Attachments: REVISED Grant Agreement ID #3809
(Attach resolution and all pertinent documentation; i.e. contract, agreement, memorandums, etc.)

Certified resolutions can be obtained at the County Clerk's website:
<http://www.douglascountyclerk.org/county-board-records/search-for-resolutions>

Completed by receiving office
Received in Administrative Office: Date 11/24/15 Time _____

BOARD OF COUNTY COMMISSIONERS
Douglas County Nebraska

Resolved

WHEREAS, the Douglas County Public Defender's office was awarded grant funding from the Sherwood Foundation in 2014 for the 2015 calendar year; and,

WHEREAS, said grant was deferred due to dual funding from the Nebraska JAG for the 2015 calendar year,

WHEREAS, Douglas County, Nebraska and the Sherwood foundation desire to enter into a contract for grant funding in the amount of \$48,250 for the Community Resource Coordinator position for the period of January 1, 2016 to December 30, 2016 (FY 2016 and 2017); and

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA that the attached Contract for REVISED Grant Agreement ID #3809 for grant funding in the amount of \$48,250 for FY 2016-17 is hereby approved and adopted, and the Chair of the Board is authorized and directed to execute said Contract on behalf of Douglas County, Nebraska.

Dated this ____ day of December, 2015



THE
Sherwood
FOUNDATION
REVISED Grant Agreement
ID # 3809

This Grant Agreement contains the terms and conditions for a grant in the amount of \$48,250 from The Sherwood Foundation® to the Douglas County, Nebraska ("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 Community Resource Coordinator and Immigration Support Materials. 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:

January 1, 2016 - \$48,250

Report Schedule:

Final Report - December 31, 2016

The signed grant agreement and the ACH form must be completed online within fourteen (14) days to generate payment processing.

The Grantee will receive notification by email thirty (30) days prior to the report 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: Douglas County, Nebraska

By: _____ Date: _____

Ms. Mary Ann Borgeson
Chair, Douglas County Board of Commissioners

Revised 02.25.13
DOCS/994048.2

APPROVED AS TO FORM:

Deputy County Attorney