



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

www.washoecounty.us

CM/ACM _____
Finance LC
DA KM
Risk Mgt. DE
HR NA
Grant Mgt. GE

STAFF REPORT

BOARD MEETING DATE: JUNE 9, 2015

DATE: May 13, 2015
TO: Board of County Commissioners
FROM: John Spencer, Undersheriff (775) 328-3007
jspencer@washoecounty.us
THROUGH: Sheriff Chuck Allen

SUBJECT: Recommendation to approve Fiscal Year 2015 Local Edward Byrne Memorial Justice Assistance Grant (JAG) award funds, sub granted through Reno Police Department, [\$41,792.40, no County match required] for purchase of Law Enforcement equipment, Law Enforcement related training and travel, and overtime and approve updated Interlocal Agreement between the City of Reno, on behalf of the Reno Police Department, and Washoe County, on behalf of the Washoe County Sheriff's Office for the management and disposition of the 2015 Justice Assistance (JAG) Program Award; and direct Comptroller's Office to make appropriate budget adjustments. Retroactive grant period is 10/1/14 through 9/30/18. (All Commission Districts.)

SUMMARY

The Washoe County Sheriff's Office and the City of Reno have previously been individual recipients of Block Grant Funds and Byrne Grant Funds. In 2005, the Department of Justice combined both the Byrne Grants and Block Grants into Justice Assistance Grants (JAG) which require regional applications with one entity acting as fiscal agent of the grant. The City of Reno and Washoe County have agreed that the City of Reno will be the fiscal agent for the JAG grant application. Though the grant term is 10/1/14 through 9/30/18, this item & Interlocal Agreement is for the 2015 FFY grant application cycle. The deadline to apply for this grant is June 26, 2015 and requires a fully executed Interlocal Agreement to be submitted with the application for this formula based grant.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

None.

BACKGROUND

The Bureau of Justice Assistance has merged the LLEBG and Byrne grants to form the new JAG grants. The amount allocated for Northern Nevada was \$104,481.00 with the

AGENDA ITEM # 511

Washoe County Sheriff's Office receiving \$41,792.40 and Reno Police Department receiving \$62,688.60. The City of Reno administers the JAG grants on behalf of the Reno Police Department and Washoe County Sheriff.

GRANT AWARD SUMMARY

Project/Program Name: FY15 JAG Local

Scope of the Project: Provide equipment, training, and overtime.

Benefit to Washoe County Residents: Better equipped and better trained agency

On-Going Program Support: N/A

Award Amount: \$41,792.40

Grant Period: 10/1/14 – 9/30/18

Funding Source: Edward Byrne Memorial Justice Assistance Grant (JAG)

Pass through From: Reno Police Dept.

CFDA Number: 16.738

Grant ID Number: 11239

Match Amount and Type: None

Indirect Cost Rate (applicable to the award):

Grant's recoverable indirect cost rate:

- Indirect costs are fully recoverable
- Sponsor does not allow for indirect cost recovery
- Sponsor has limited indirect cost recovery at ___ %
- Sponsor requires indirect Cost Rate Approved by Cognizant Agency

Special Terms & Conditions: None

Sub-Awards and Contracts: None

FISCAL IMPACT

Should the board accept this grant award and approve these amendments, the adopted budget will be increased by \$41,792.40 in both revenues and expenditures in the following accounts:

Increase Revenues

11239 - 431100 (Stimulus JAG 15 – Federal Grants)	\$41,792.40
---	-------------

Increase Expenditures

11239 -710509 (JAG 15 - Training)	\$ 1,000.00
11239 – 711210 (JAG 15 – Travel)	\$ 4,000.00
11239 - 711504 (JAG 15 – Non-capital equipment)	\$34,000.00
11239 - 701300 (JAG 15 - Overtime)	\$ 2,972.40

There is no match required. This is a reimbursement based grant.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve Fiscal Year 2015 Local Edward Byrne Memorial Justice Assistance Grant (JAG) award funds, sub granted through Reno Police Department, [\$41,792.40, no County match required] for purchase of Law Enforcement equipment, Law Enforcement related training and travel, and overtime and approve updated Interlocal Agreement between the City of Reno, on behalf of the Reno Police Department, and Washoe County, on behalf of the Washoe County Sheriff's Office for the management and disposition of the 2015 Justice Assistance (JAG) Program Award; and direct Comptroller's Office to make appropriate budget adjustments. Retroactive grant period is 10/1/14 through 9/30/18.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: Move to approve Fiscal Year 2015 Local Edward Byrne Memorial Justice Assistance Grant (JAG) award funds, sub granted through Reno Police Department, [\$41,792.40, no County match required] for purchase of Law Enforcement equipment, Law Enforcement related training and travel, and overtime and approve updated Interlocal Agreement between the City of Reno, on behalf of the Reno Police Department, and Washoe County, on behalf of the Washoe County Sheriff's Office for the management and disposition of the 2015 Justice Assistance (JAG) Program Award; and direct Comptroller's Office to make appropriate budget adjustments. Retroactive grant period is 10/1/14 through 9/30/18.

INTERLOCAL AGREEMENT

BETWEEN

**THE CITY OF RENO, ON BEHALF OF THE RENO POLICE DEPARTMENT, AND
WASHOE COUNTY, ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE**

**FOR THE MANAGEMENT AND DISPOSITION OF
2015 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

WHEREAS, the City of Reno and Washoe County have previously been individual recipients of Block Grant Funds and Byrne Grant Funds for their respective law enforcement entities; and

WHEREAS, changes in the federal program have now combined Byrne Grants and Block Grants into Justice Assistance Grants (JAG) which require regional applications with one entity acting as fiscal agent of the grant; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the City of Reno and Washoe County have agreed that the City of Reno should be the fiscal agent for the JAG grant application; and

WHEREAS, the Federal Government requires that a cooperative agreement between the parties, approved by the governing body of the proposed fiscal agent, accompany the grant application;

NOW THEREFORE, the parties agree as follows:

1. **Fiscal Agent.** The City of Reno shall be the fiscal agent for the JAG grant application currently being submitted in the amount of \$104,481.
2. **Allocation of Funds.** Should the JAG application be approved, the funds will be allocated in the following manner:

a. City of Reno, Reno Police Department	\$62,688.60
b. Washoe County, Washoe County Sheriff's Office	\$41,792.40

If the funds approved are in an amount different than set forth in paragraph 1 above, then the funds will be allocated with the same percentage to each respective party ie. City of Reno 60% and Washoe County 40%.

3. **Expenditure of Funds.** If approved, JAG funds are anticipated to be expended as follows:
 - a. Reno Police Department:
 - i. \$30,000.00: law enforcement equipment

ii. \$32,688.60: law enforcement training

b. Washoe County Sheriff's Office:

i. \$34,000.00: law enforcement equipment

ii. \$ 5,000.00: training/travel for Sheriff's Office personnel

iii. \$ 2,972.40: personnel (overtime for Sheriff's Office personnel, part time/hourly/intermittent personnel)

4. **Approval.** Any reallocation of the funds from that stated in this Agreement will be submitted to the fiscal agent for approval.

5. **Compliance.** All parties agree to comply with all terms required under the grant application, grant requirements and all laws related to the receipt of funds pursuant to the grant terms. Any failure to comply by a party may adversely affect that party's right to receive funds under the grant.

6. **Receipts.** The parties will be required to provide receipts to the City of Reno for the purchases prior to reimbursement. Receipts shall be provided to:

Bridget Pincolini
Reno Police Department
P.O. Box 1900
Reno, Nevada 89505

7. **Monthly Reports.** All parties will abide by the enhanced performance measure requirements of the Bureau of Justice Assistance and will provide monthly reports to the fiscal agent in order to meet the ten day after quarter deadlines

8. **Fiscal and Programmatic Reporting.** The City of Reno will be responsible for fiscal and programmatic reporting.

9. **Defenses.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of all parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

10. **Indemnification.** Each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Agreement.

The indemnification obligation under paragraph 9 is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's

actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

11. **Successors and Assigns.** The parties agree to bind themselves and their successors and assigns to the other party and to the successors and assigns of said party with respect to the performance of this Agreement. Except as otherwise set forth herein, none of the parties shall assign or transfer interest in this Agreement without the written consent of the other.
12. **Authority.** Each party acknowledges that the person signing this Agreement is authorized or has been authorized to enter into this Agreement on behalf of his principal.
13. **Attorney's Fees.** In the event any party files suit to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit.
14. **No Third-Party Rights.** The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and any rights under this Agreement are the City and the parties to this Agreement.
15. **Severability.** If any section, subsection, clause, phrase, or word of this Agreement is for any reason held invalid, unenforceable or unconstitutional by any court of competent jurisdiction, such section, subsection, clause, phrase, or word shall be deemed a separate, distinct and independent provision and such holding shall not negatively affect the validity of the remaining portions of this Agreement. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.
16. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of Nevada. Enforcement of this Agreement shall be in a court of appropriate jurisdiction in Reno, Nevada.
17. **Entire Agreement.** This Agreement contains the entire agreement of the parties on the matters covered. There are no verbal agreements, representations, or understandings affecting this Agreement.
18. **Transfer or Assign.** Neither party shall transfer, assign or attempt to assign this Agreement or any part thereof to any third party, without prior written consent of the other party.
19. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. **Termination.** This Agreement may be terminated with or without cause by any party upon thirty (30) days written notice to the other parties. Termination shall not affect any of the rights or obligations of any party to the other accruing prior to the termination date.

APPROVED this _____ day of June 2015

RENO POLICE DEPARTMENT

WASHOE COUNTY SHERIFF'S OFFICE

Jason Soto, Chief



Chuck Allen, Sheriff

CITY OF RENO

**WASHOE COUNTY, by and through its
Board of County Commissioners**

BY: _____
Hillary Schieve., Mayor

BY: _____
Marsha Berkbigler, Chairperson

DATE: _____

DATE: _____

ATTEST:

ATTEST:

BY: _____
City Clerk

BY: _____
County Clerk

APPROVED AS TO FORM:

BY: _____
Deputy City Attorney

BY: _____
Deputy District Attorney

2015 NEVADA LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2015 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: <https://www.bja.gov/Publications/JAGTechRpt.pdf>. For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction: (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. (2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings. Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
NV	WASHOE COUNTY	County	41,792 ⁴⁰ \$14,081	\$104,481
NV	RENO CITY	Municipal	62,688 ⁶⁰ \$90,400	
NV	CARSON CITY	Municipal	\$10,809	
NV	CLARK COUNTY	County	\$884,236	
NV	HENDERSON CITY	Municipal	\$36,196	
NV	LAS VEGAS CITY	Municipal	(will share Clark County award)	
NV	NORTH LAS VEGAS CITY	Municipal	\$112,070	
NV	NYE COUNTY	County	\$14,840	
NV	SPARKS CITY	Municipal	\$20,676	
Local total			\$1,183,308	