

INTERLOCAL AGREEMENT

BETWEEN

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

FOR THE MANAGEMENT AND DISPOSITION OF 2012 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

WHEREAS, the City of Reno, Washoe County and the City of Sparks have all 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, Washoe County and the City of Sparks 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 \$159,525.
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 \$63,810.00
 - b. Washoe County, Washoe County Sheriff's Office \$63,810.00
 - c. City of Sparks, Sparks Police Department \$31,905.00

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 40%, Washoe County 40% and City of Sparks 20%.

3. **Expenditure of Funds.** If approved, JAG funds are anticipated to be expended as follows:

- a. Reno Police Department:
 - i. \$38,286.00: law enforcement training
 - ii. \$25,524.00: law enforcement overtime

- b. Washoe County Sheriff's Office:
 - i. \$63,810.00: traditional law enforcement equipment

- c. Sparks Police Department:
 - i. \$21,905.00: traditional law enforcement equipment
 - ii. \$10,000.00: law enforcement training

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 May 2012

RENO POLICE DEPARTMENT

WASHOE COUNTY SHERIFF'S OFFICE

Stephen Pitts, Chief

Michael Haley, Sheriff

SPARKS POLICE DEPARTMENT

Steve Keefer, Chief

CITY OF RENO

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

BY: _____
Robert A Cashell, Sr., Mayor

BY: _____
John Breternitz, Chairman

DATE: _____

DATE: _____

ATTEST:

ATTEST:

BY: _____
City Clerk

BY: _____
County Clerk

APPROVED AS TO FORM:

BY: _____
Deputy City Attorney

BY: _____
Deputy District Attorney

CITY OF SPARKS

BY: _____
Geno Martini, Mayor

ATTEST: _____
City Clerk

DATE: _____

DATE: _____

APPROVED AS TO FORM:

By: Assistant City Attorney