

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
2019 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD (CFDA #16.738)
from the U.S. Dept of Justice, Office of Justice Programs, Bureau of Justice Assistance.**

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; and

WHEREAS, the Federal Government requires the participating jurisdictions comply with all terms and conditions relating to this grant;

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 \$159,075 for the grant period of Oct 1, 2018 to Sept 30, 2022.
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 \$63,630
 - b. Washoe County, Washoe County Sheriff's Office \$63,630
 - c. City of Sparks, Sparks Police Department \$31,815

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. \$1,909: training support for National Incident-Based Reporting System (NIBRS) compliance
 - ii. \$16,721: law enforcement training
 - iii. \$45,000: law enforcement equipment
 - b. Washoe County Sheriff's Office:
 - i. \$1,909: personnel costs in overtime for Sheriff's Office to support NIBRS compliance
 - ii. \$21,630: training/travel for Sheriff's Office personnel and/or volunteers
 - iii. \$40,091: law enforcement equipment and supplies
 - d. Sparks Police Department:
 - i. \$954.45: personnel costs in overtime for training on NIBRS compliance
 - ii. \$30,860.55: law enforcement equipment
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. Grant requirements include, but are not limited to, all performance and financial reporting, ensuring that vendors used are not on the debarred list, participating in any grant audits and annual on-site monitoring visits.
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 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 _____ 2019

RENO POLICE DEPARTMENT

WASHOE COUNTY SHERIFF'S OFFICE

Jason Soto, Chief

Darin Balaam, Sheriff

SPARKS POLICE DEPARTMENT

Pete Krall, Chief

CITY OF RENO

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

BY: 
Hillary Schieve, Mayor

BY: _____
Vaughn Hartung, Chair

DATE: 10/2/19

DATE: _____

ATTEST:

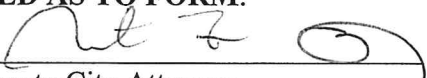
ATTEST:

BY: 
City Clerk

BY: _____
County Clerk



APPROVED AS TO FORM:

BY: 
Deputy City Attorney

BY: _____
Deputy District Attorney

CITY OF SPARKS

BY: _____
Ron Smith, Mayor

ATTEST: _____
City Clerk

DATE: _____

DATE: _____

APPROVED AS TO FORM:

By: Assistant City Attorney

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APPROVED this _____ day of _____ 2019

RENO POLICE DEPARTMENT

WASHOE COUNTY SHERIFF'S OFFICE

Jason Soto, Chief



Darin Balaam, Sheriff

SPARKS POLICE DEPARTMENT

Pete Krall, Chief

CITY OF RENO

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

BY: _____
Hillary Schieve, Mayor

BY: 

Vaughn Hartung, Chair

DATE: _____

DATE: 09-24-19

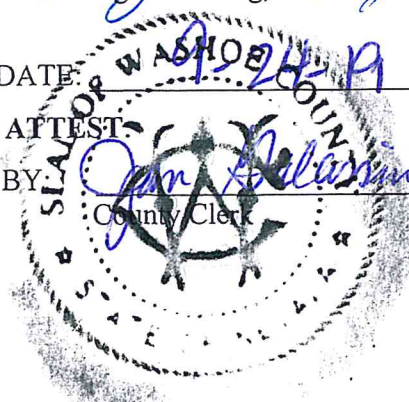
ATTEST:

ATTEST:

BY: _____
City Clerk

BY: 

Jan Bellasera, Chief Deputy
County Clerk



APPROVED AS TO FORM:

BY: _____
Deputy City Attorney

BY: Paul DeGruccio
Deputy District Attorney

CITY OF SPARKS

BY: _____
Ron Smith, Mayor

ATTEST: _____
City Clerk

DATE: _____

DATE: _____

APPROVED AS TO FORM:

By: Assistant City Attorney

Joint Application for Washoe County Law Enforcement Agencies
JAG 2019 Formula Program – Due August 23, 2019

PROGRAM NARRATIVE

Applicants: City of Reno Police Department, City of Sparks Police Department and Washoe County Sheriff

Grant Title: Joint Application of Washoe County Law Enforcement Agencies for the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation CDFA #16.738

FY 2019 Eligible Joint Allocation: \$159,075

Funds allocation per Interlocal Agreement:

Reno Police - \$ 63,630
Washoe County Sheriff - \$ 63,630
Sparks Police - \$ 31,815

Fiscal Agent: Reno Police Department

Grant Term: Oct 1, 2018 to Sept 30, 2022

STATEMENT OF PROBLEM

Law enforcement personnel, equipment, and training costs are expensive and often exceed available resources of local agencies. The participating agencies will use the formula JAG funding to enhance their agencies operations and build regional capacity through targeted training and equipment purchases not able to be supported through the annual agency budgets. The subgrant award process is documented via an interlocal agreement between the agencies and all grant funds will be expended only within the authorized grant funding period.

PROGRAM DESIGN AND IMPLEMENTATION

Reno Police Department, Sparks Police Department and Washoe County Sheriff's Department cooperate regionally to provide high level of policing services. This cooperation includes participation in regional enforcement efforts, including a Regional Gang Unit, Northern Nevada Regional Intelligence Center (NNRIC), and sex offender sweeps. All three agencies are working together on National Incident-based Reporting System (NIBR) compliance, and anticipate all certified as compliant in late 2019.

This funding will be used by the stakeholding agencies to support personnel, training and equipment needs not supported by general funds, and gaps left by other grant funds. All three granting agencies will be bringing the submitted application interlocal agreement to their governing bodies for review, with the opportunity for public comment.

Reno Police Department Project Objectives:

Training:

The Reno Police Department (RPD) will use 3% of its award, \$1,909, to support NIBRS-related training for its Records Division Staff. Specifically, RPD requests sending one records supervisor to a national meeting for NIBRS-related training, equivalent to that of the Association of State Crime Reporting Programs (ASUCRP).

RPD is also requesting \$16,721 of additional training and travel funds to provide credible, advanced and specialized training and travel opportunities for Reno Police Department personnel to enable them to acquire the knowledge and skills necessary to serve the public with competence, empathy and safety. These training funds are vital to ensure RPD keeps current with best practices in law enforcement, and to train staff entering new positions.

Equipment and Supplies:

RPD will use JAG funds to replace and acquire needed law enforcement safety equipment. RPD will be using \$45,000 in JAG funds to purchase a vehicle appropriate for its graffiti abatement program, a component of its Gang reduction efforts. JAG funds will be used to purchase a truck with the components that would allow it to be used to remove and/or paint over graffiti.

Sparks Police Department Project Objectives:

Personnel:

The Sparks Police Department (SPD) will use 3% of its award, \$954.45, to support NIBRS compliance. This will primarily consist of overtime wages to be paid to a Records Supervisor in order to provide training to records personnel and officers in the NIBRS system of reporting.

Equipment and Supplies:

SPD will use the majority of the JAG 2019 funds, \$30,860.55, to acquire and replace necessary law enforcement equipment. SPD will use JAG funds to purchase of new rifles, and training equipment for their law enforcement personnel. SPD will purchase rifles for its Special Weapons and Tactics (SWAT) Team and will replace its current rifles that are exhibiting significant wear and approaching the end of their lifespan. The department will also purchase Simunitions training equipment; this vital and necessary non-lethal force-on-force equipment allows for realistic scenario based training for officers.

Washoe County Sheriff's Office Project Objectives:

Personnel:

Washoe County Sheriff's Office (WCSO) will use 3% (\$1,909) of its award to support overtime costs for its Research and Development/Computer Technology unit to assist with NIBRs implementation and compliance.

Training:

WCSO is requesting \$21,630 to support training and travel opportunities for WCSO personnel and volunteers. These funds will be used to support law enforcement training and travel opportunities for WCSO personnel to enable them to acquire the knowledge and skills necessary to better serve the public with competence, empathy and safety.

Equipment and Supplies:

The Washoe County Sheriff's Department is requesting \$40,091 to acquire and replace needed law enforcement equipment. The equipment will include support for ballistic vests for the WCSO Special Weapons and Tactics (SWAT) team.

ORGANIZATIONAL CAPABILITIES AND COMPETENCIES

The Reno Police Department will be the fiscal agent for this grant and has been for many previous JAG grants. The staff in charge of this responsibility take great care in grant management by ensuring each grant is assigned a unique and trackable project code within the New World Financial system so none of the expenses or funds are co-mingled in any way.

PERFORMANCE MEASURE MANAGEMENT

The Reno Police Department will create an excel spreadsheet to track all applicable performance measures and will create forms to gather the necessary information. All participating departments will complete all BJA PMT reports in a timely manner.

Joint Application for Washoe County Law Enforcement Agencies
JAG 2019 Formula Program – Due August 23, 2019

PROJECT IDENTIFIERS

Applicants: City of Reno Police Department
Washoe County Sheriff's Office
City of Sparks Police Department

Project Title: Joint Application of Washoe Count Law Enforcement Agencies for the
2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program:
Local Solicitation BJA-2019-15141, CDFA #16.738

2019 JAG Project Identifiers:

CONFERENCES AND TRAINING
GRAFFITI
BODY ARMOR - BALLISTIC-RESIST
EQUIPMENT -- GENERAL
EQUIPMENT – TACTICAL
FIREARMS
LAW-RELATED EDUCATION
OFFICER SAFETY
OVERTIME
VEHICLES - OTHER