



WASHOE COUNTY

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DA KM
Risk Mgt. DE
HR NA
Grant Mgt. AE

STAFF REPORT

BOARD MEETING DATE: December 8, 2015

DATE: October 19, 2015
TO: Board of County Commissioners
FROM: Sherman Boxx, Chief Deputy, Operations
(775) 328-3328; sboxx@washoecounty.us

THROUGH: Chuck Allen, Sheriff Q397

SUBJECT: Recommendation to approve a grant award [\$14,000.00, no match required] from the Nevada Commission on Off-Highway Vehicles, FFY 2015, Project number 2015LE001, to the Washoe County Sheriff's Office for the purchase of an off-highway vehicle. Grant term is retroactive from June 15, 2015 through June 14, 2016 and if approved, direct the Comptroller's Office to make the necessary budget adjustments. (All Commission Districts)

SUMMARY

The Nevada Commission on Off-Highway Vehicles has awarded the WCSO funding for the purchase of an off-highway vehicle to enforce off-highway usage laws. Item was submitted to the first available BCC meeting once award was received (July 29, 2015) and all necessary paperwork and documentation regarding the type of vehicle to be purchased was completed.

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

PREVIOUS ACTION

None.

BACKGROUND

The Nevada Commission on Off-Highway Vehicles awarded this grant for the purchase of an off-highway vehicle. This vehicle will allow deputies to make contact with individuals utilizing the off highway areas of Washoe County. Deputies will provide education and enforcement regarding the rules and regulations on off-highway usage.

AGENDA ITEM # 60K3

GRANT AWARD SUMMARY

Project/Program Name: *Off-Highway Vehicle Enforcement*

Scope of the Project: *To increase and improve education and enforcement of off-highway road usage.*

Benefit to Washoe County Residents: *Increased safety and awareness relating to usage of the off-highway areas of Washoe County.*

On-Going Program Support: *Washoe County Sheriff's Office will be responsible for all maintenance and upkeep.*

Award Amount: *\$14,000.00*

Grant Period: *6/15/15 – 6/14/16*

Funding Source: *Nevada Commission on Off-Highway Vehicles*

Pass through From: *none*

CFDA Number: *NA*

Grant ID Number: *2015LE001*

Match Amount and Type: *no match required*

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: *All standard and federal assurances and agreements as attached to the award documents.*

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 \$14,000.00 in both revenues and expenditures in the following accounts:

Increase revenues;	
19067 – 432100 (2015 Off Highway Vehicles – State Grants)	\$14,000.00
Increase Expenditures:	
19067 - 781007 (2015 Off Highway Vehicles – Vehicles capital)	\$14,000.00

No match required. This is a reimbursement based grant.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve a grant award [\$14,000.00, no match required] from the Nevada Commission on Off-Highway Vehicles, FFY 2015, Project number 2015LE001, to the Washoe County Sheriff’s Office for the purchase of an off-highway vehicle. Grant term is retroactive from June 15, 2015 through June 14, 2016 and if approved, direct the Comptroller’s Office to make the necessary budget adjustments.

POSSIBLE MOTION

Should the Board agree with staff’s recommendation, a possible motion would be: Move to approve a grant award [\$14,000.00, no match required] from the Nevada Commission on Off-Highway Vehicles, FFY 2015, Project number 2015LE001, to the Washoe County Sheriff’s Office for the purchase of an off-highway vehicle. Grant term is retroactive from June 15, 2015 through June 14, 2016 and if approved, direct the Comptroller’s Office to make the necessary budget adjustments.



Nevada Commission on Off Highway Vehicles
1615 South Virginia Street, Suite E, Box 163
Reno, Nevada 89502

July 29, 2015

To: Nevada Law Enforcement Award Recipients

From: Greg McKay

Chairman

Nevada Commission on Off-Highway Vehicles

Subject: Progress report on Audit Recommendations

Gentleman;

I am sending you a Grant Award Agreement that you must sign and return to the above address. I will sign the returned agreement and notify you by email that our agreement is in place and you can begin to do the required projects.

This Grant Award Agreement outlines the terms and conditions of this award and the reporting requirements that are required of your Agency. In some cases the full amount of the grant was not awarded. The recommendation from the Nevada Office of Criminal Justice in some instances that the equipment requested was "top of the line" and the amount we funded was adequate to do the mission that you applied for. You have a choice of making up the difference yourself, settle for the amount you were awarded, or not accept the funding.

We expect to learn much from this first round of awards and seek to improve our coordination and communication with the Law Enforcement community. We hope your Agencies can enforce the State Registration Laws for Off-Highway Vehicles by education, vehicle inspections, and registration assistance.

If you have any further questions you can contact me at greg.e.mckay@gmail.com or at 775-690-3096.

We hope this is a start to a good long-term relationship between our entities.

Sincerely,
Greg McKay

Chairman, Nevada Commission on Off-Highway Vehicles



Nevada Commission on Off-Highway Vehicles
 6015 S Virginia St., Ste. E, Box 163
 Reno, Nevada 89502

GRANT AWARD AGREEMENT

This Grant Agreement is entered into between the Nevada Commission on Off-Highway Vehicles (referred to as 'Grantor') and Washoe County Sheriff's Office (referred to as "Grantee").

Grantee	Washoe County Sheriff's Office	Grant Name	Off Highway Vehicle Enforcement
		Grant Identifier	2015LE001
Address	911 Parr Blvd Reno, NV 89512-1014	Award Amount	14,000.00
		Performance Period	June 15, 2015 to June 14, 2016
		Tax ID or DUNS #	88-0000138
Contact Name	Steve DeCarli	Contact Title	Deputy
Contact Phone	775-328-3350	Contact Email	sdecarli@washoecounty.us

Under the terms and conditions of this Agreement, the grantee agrees to complete the Project as described in the project description, and the Nevada Commission of Off-Highway Vehicles (NCOHV) agrees to fund the Project not to exceed the Award Amount for costs described in the approved Line Item Detail Budget.

APPROVED BUDGET for PROJECT:

EXPENDITURE CATEGORY	BUDGET AMOUNT
Personnel	\$
Contractual	\$
Travel	\$
Supplies / Operating	\$
Equipment	\$ 14,000.00
Training	\$
Indirect	\$
TOTAL AWARD	\$ 14,000.00

This award is subject to the requirements (state financial and program assurances) established by the State of Nevada, and the Washoe County Sheriff's Office as well as any local code, ordinances and policy. This award is subject to the availability of NCOHV funding. Special Conditions: This project is approved subject to the conditions and limitations set forth on the following page(s): Financial and Program Assurances and Regulations, Scope, Timeline and Work Plan as well as the approved Line Item Detailed Budget.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Greg McKay, Chairman, COHV	Steve DeCarli, Deputy Sheriff Chuck Allen
Name and Title of Appointing Official	Name and Title of Authorized Official
X	X
Signature of Appointing Official	Signature of Authorized Official
Date	Date

TERMS AND CONDITIONS OF GRANT

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of products and reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

ARTICLE I: RESPONSIBILITIES

Grantor agrees to:

- A. Provide funding to Grantee in accordance with this Grant Agreement and Federal, state and local laws.
- B. Monitor Grantee to ensure the Grant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed in this Agreement.
- D. Provide technical assistance and training to assist Grantee, with the limits of available resources, in fulfilling its obligations under this Agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions set forth in or incorporated by this Agreement.

Grantee agrees to:

- A. Ensure the funds subject to this Grant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, the federal terms and conditions of the grant award, and this Grant Agreement.
- B. Submit timely and accurate financial and progress reports with appropriate source documentation.
- C. Monitor all private and governmental entities that receive payments from Grants awarded under this Agreement to ensure that each such entity uses the funds in accordance with the applicable state laws and the terms of this Agreement.
- D. Take action to recover payments that are not used in accordance with the conditions, requirements, or restrictions set forth in this Agreement.
- E. Promptly reimburse Grantor for any funds Grantor pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Grantor is responsible.
- F. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, the Auditor of the State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Grant is awarded determines compliance has not been achieved.
- G. Keep and maintain records that are sufficient for the preparation of reports required by law and submit all reports as requested and required by Grantor.

H. Make records available to Grantor, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE II: PERFORMANCE

This Grant Agreement will be in effect from designated performance period unless this Grant Agreement is suspended or terminated prior to the established end-date.

Project Execution

- A. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
- B. If the Project includes acquisition of real property, the property must be acquired from a willing seller and for no more than the appraised fair market value. The Grantee agrees to comply with all applicable state and local laws or ordinances effecting relocation and real property acquisition. Documentation of such compliance must be submitted to the NCOHV.
- C. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, laws affecting health and safety, hazardous materials, historical preservation, environmental impacts, building standards, and the like. Documentation of such compliance will be made available for review upon request by the State.
- D. Grantee agrees to periodic site visits by the NCOHV to determine if development work is completed in accordance with the approved work plan, scope etc. including a final inspection upon grant closeout.
- E. Grantee agrees to submit in writing, any deviation from the attached work plan, scope etc. to the NCOHV for approval prior to implementation of changes.

Project Work Plan, Scope, Deliverables (etc.)

- Enforce OHV vehicle laws;
- Make outlying areas safe and enjoyable for community;
- Two (2) deputies, dirt bike average 30 hrs per week throughout the year;

Equipment: \$14,000 On/off road motorcycle

Project Costs

A. Subject to the availability of federal funds, the NCOHV hereby grants to the Grantee a sum of money not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Project Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

B. The Grant Amount to be provided to the Grantee, under this Agreement, will be disbursed as follows:

*Upon submission of reimbursement request with source
Documentation; and current progress report*

C. NCOHV will reimburse the grantee upon submission of a reimbursement request (using template provided at end of this Agreement) consistent with the Project Work Plan of this Agreement.

D. Standards for financial management systems include:

- Fiscal and accounting procedures;
- Accounting records;
- Internal control over cash, real and personal property, and other assets;
- Budgetary control to compare actual expenditures or outlays to budgeted amounts;
- Source documentation; and
- Cash management.

E. Matching or Cost Sharing as applicable, matching or cost sharing requirements applicable to the project must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable state and local laws.

F. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Grantee or its grantee(s) with Grant funds, will be maintained.

ARTICLE III: ADMINISTRATION

A. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

- B. Grantee ensures that the Agreement requirements are met through completion of Quarterly Progress Report, (using template provided) and through regular communication with the NCOHV adhering to the following schedule:
- 1st Quarter January 1 - March 31 Due April 30
 - 2nd Quarter April 1 - June 30 Due July 30
 - 3rd Quarter July 1 - September 30 Due October 30
 - 4th Quarter October 1 - December 31 Due January 30
- C. The NCOHV reserves the right to require progress reports upon each request for reimbursement.
- D. The Quarterly Progress Report (template provided) shall describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and any problems encountered in the performance of the work under this Agreement. The description of activities and accomplishments of each task shall be in sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task work completed for the purpose of calculating invoice amounts. Progress reports should directly address tasks, timelines, deliverables, milestones and associated costs. Any adjustments that impact the Project Work Plan or Project Costs must be reviewed with the grantor project manager.
- E. At the completion of this Project grantee shall complete final request for reimbursement and summary of project to the NCOHV.
- F. Grantee must document steps taken in soliciting and awarding the subcontractors and submit them to the NCOHV for review and document all subcontractor activities in quarterly reports.
- G. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.

ARTICLE IV: RECORDS

- A. Grantee must maintain documentation conforming to all requirements prescribed by NCOHV, state and local laws. Grantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with all applicable federal, state and local laws.
- B. Records must include sufficient detail to disclose (when applicable):
1. Services provided to program participants;
 2. Administrative cost of services provided to program participants;
 3. Charges made and payments received for items identified in (B) (1) and (2) of this article; and

4. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. Grantee must maintain all records relevant to the administration of this grant for a period of 3 years from the closeout of the grant.

ARTICLE V: AUDITS

- A. Grantee agrees to provide for timely audits that cover funds received under this agreement.
- B. Grantee will take prompt action to correct problems identified in an audit.