



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM ✓
Finance ✓
DA ✓
Risk Mgt. ✓
HR ✓
Grant Mgt. ✓

STAFF REPORT

BOARD MEETING DATE: 5/24/2016

DATE: May 5, 2016
TO: Board of County Commissioners
FROM: Steve Calabrese, 325-7887, scalabrese@washoecounty.us
THROUGH: Frank Cervantes, Director

SUBJECT: Recommendation to approve acceptance of NSLP Equipment Grant funding from the State of Nevada Department of Agriculture in the amount of \$5,536.00 [no County match] to purchase 60" griddle with two 28" ovens underneath for the Washoe County Department of Juvenile Services' kitchen. The grant period is retroactive from April 20, 2016 through September 30, 2017. If approved, direct the Comptroller's Office to make the necessary budget adjustments and authorize Department Head to sign the sub-award agreement. (All Commission Districts)

SUMMARY

The National School Lunch Program (NSLP) provides funding to assist in ensuring that the Washoe County Department of Juvenile Services meets the nutritional needs of the youth placed into temporary custody in the Jan Evans Juvenile Justice Center. This grant will provide funds needed to replace outdated equipment in the detention center kitchen used to prepare meals for juveniles while detained.

This grant award is submitted for acceptance retroactively as this was the next available meeting after receiving the award notification.

County Priority/Goal supported by this item: Safe, secure and healthy communities

PREVIOUS ACTION

No previous action.

BACKGROUND

Washoe County Department of Juvenile Services provides meals to youth placed in custody. The current equipment in the kitchen was installed when the current building was opened in May 2004. The cook griddle has become warped over the past 12 years and the ovens do not provide the capacity needed to prepare sufficient quantities for our average daily population. This funding will allow us to purchase a modern grill cooktop with larger ovens to meet current standards.

AGENDA ITEM # 5.D.

GRANT AWARD SUMMARY

Project/Program Name: NSLP Equipment Grant

Scope of the Project: Purchase new griddle/oven combo for Juvenile Services.

Benefit to Washoe County Residents: In 2015, our detention center served over 50,000 meals to youth.

On-Going Program Support: Equipment purchased under this funding will be supported by the approved Maintenance and Repairs budget for Juvenile Services.

Award Amount: 5,536.00

Grant Period: 04/20/2016 – 09/30/2017

Funding Source: United States Department of Agriculture

Pass Through Entity: State of Nevada Department of Agriculture

CFDA Number: 10.579

Grant ID Number: NSLP-15-NV-01

Match Amount and Type: 0.00

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 \$5,536.00 in both revenues and expenditures in the following accounts:

Cost Object	G/L Account	Amount
IO 11305	431100	5536.00
IO 11305	711504	5536.00

RECOMMENDATION

It is recommended that the Board of County Commissioners approve acceptance of NSLP Equipment Grant funding from the State of Nevada Department of Agriculture in the amount of \$5,536.00 [no County match] to purchase 60" griddle with two 28" ovens underneath for the Washoe County Department of Juvenile Services' kitchen. The grant period is retroactive from April 20, 2016 through September 30, 2017. If approved, direct the Comptroller's Office to make the necessary budget adjustments and authorize Department Head to sign the sub-award agreement.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: Approve acceptance of NSLP Equipment Grant funding from the State of Nevada Department of Agriculture in the amount of \$5,536.00 [no County match] to purchase 60" griddle with two 28" ovens underneath for the Washoe County Department of Juvenile Services' kitchen. The grant period is retroactive from April 20, 2016 through September 30, 2017. If approved, direct the Comptroller's Office to make the necessary budget adjustments and authorize Department Head to sign the sub-award agreement.

BRIAN SANDOVAL
Governor

STATE OF NEVADA

JAMES R. BARBEE
Director

Las Vegas Office:
2300 McLeod Street
Las Vegas NV 89104-4314
(702) 668-4590
Fax (702) 668-4567



DEPARTMENT OF AGRICULTURE

405 South 21st Street
Sparks, Nevada 89431-5557
Telephone (775) 353-3601 Fax (775) 353-3661
Website: <http://www.agri.nv.gov>

Elko Office:
4780 E. Idaho Street
Elko NV 89801-4672
(775) 738-8076
Fax (775) 738-2639

April 20, 2016

Stanley Wacker, Food Service Director
Washoe County Dept. of Juvenile Services
650 Ferrari-McLeod Blvd.
Reno, NV 89502

Re: NSLP Equipment Grant

Dear Mr. Wacker,

Thank you for your NSLP Equipment Grant application. We have reviewed your application and it has been approved for funding. The equipment you have been approved for is listed below:

60" griddle with two 28" ovens underneath - \$5,536
Total award amount \$5,536

You were not approved for the funding for the 8 burner stove top as it did not meet the \$5,000 capitalization threshold.

The authorized representative must sign page 1 of the sub-grant award and the original must be returned to NDA. Also please add the DUNS number to the sub-grant award. Please mail or email the signed copy to Brittany Mally at the mailing address listed above or to b.mally@agri.nv.gov

Upon receipt of the signed sub-grant award, a reimbursement request form will be sent. The completed reimbursement request form must be returned to NDA to receive an advance of up to 90% of awarded grant funds. The remainder of the grant funds may be requested for reimbursement upon submission of invoices and receipts. Further information on the reimbursement procedures will be included with the request for reimbursement form.

If you have any questions regarding this grant please contact us at 775-353-3758.

Sincerely,

A handwritten signature in blue ink, appearing to read "Curt".

An Equal Opportunity Agency

Catrina Peters MS, RD
School Nutrition Service Manager

CC: Frank Cervantes, Superintendent
Brenda Carrera, Grants Coordinator

NEVADA DEPARTMENT OF AGRICULTURE

Food and Nutrition Division

Sub-grant #: FND 16-04-09
 Appropriation unit #: 2691-27
 GL #: 8780
 Job/Project #: 1057915D

(hereinafter referred to as the DEPARTMENT)

NOTICE OF SUB-GRANT AWARD

<p><u>Program Name:</u> NSLP Equipment Grant</p>	<p><u>Sub grantee Name:</u> Washoe County Department of Juvenile Services</p> <p><u>Address:</u> 650 Ferrari-McLeod Blvd., Reno, NV 89502</p>																																																
<p><u>Department Address:</u> Nevada Department of Agriculture Food and Nutrition Division 405 South 21st Street Sparks, NV 89431-5557 (775) 353-3621</p>	<p><u>Fiscal Manager:</u> (If different than Sub-grantee)</p> <p><u>Address:</u></p>																																																
<p><u>Sub-grant Period:</u> Date of last signature to September 30, 2017</p>	<p><u>Sub-grantee Tax ID#:</u> <u>Payee Vendor#:</u> T40283400 T <u>Sub-grantee Duns #:</u></p>																																																
<p>Reason for Award: Authority: NRS 561.245. To execute an agreement to implement and fund the United States Department of Agriculture (USDA),</p>																																																	
<p>County(ies) to be served: <input type="checkbox"/> Statewide <input checked="" type="checkbox"/> Specific county or counties:</p>																																																	
<p>Approved Budget Categories: Equipment</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%;">1. Personnel</td> <td style="width:10%;">\$</td> <td style="width:15%; border-bottom: 1px solid black;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> </tr> <tr> <td>2. Travel</td> <td>\$</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. Supplies</td> <td>\$</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. Equipment</td> <td>\$</td> <td style="border-bottom: 1px solid black; text-align: right;">5,536.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5. Contractual</td> <td>\$</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> <td></td> </tr> <tr> <td>6. Other</td> <td>\$</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> <td></td> </tr> <tr> <td>7. Indirect</td> <td>\$</td> <td style="border-bottom: 1px solid black;"></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td>\$</td> <td style="border-bottom: 1px solid black; text-align: right;">5,536.00</td> <td></td> <td style="text-align: right;">Approved Match:</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table>		1. Personnel	\$					2. Travel	\$					3. Supplies	\$					4. Equipment	\$	5,536.00				5. Contractual	\$					6. Other	\$					7. Indirect	\$					TOTAL	\$	5,536.00		Approved Match:	\$ 0.00
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<p>Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of a Request for Reimbursement and supporting documentation specifically requesting reimbursement for actual expenditures specific to this sub-grant. Total reimbursement will not exceed the approved Total Budget during this sub-grant period.</p>																																																	
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<p><u>Terms and Conditions</u> In accepting these grant funds, it is understood that: 1. Expenditures must comply with appropriate state and/or federal regulations. 2. This award is subject to the availability of appropriate funds. 3. Recipient of these funds agrees to stipulations listed in Sections A, B, and Attachment A of this sub-grant award.</p>																																																	
Authorized Agent/ Sub-grantee	Signature	Date																																															
Nevada Department of Agriculture Donnell Barton, FND Administrator																																																	
Nevada Department of Agriculture Debra Crowley, Acting Fiscal Administrator																																																	

NEVADA DEPARTMENT OF AGRICULTURE
NOTICE OF SUB-GRANT AWARD
SECTION A
Assurances

As a condition of receiving sub-granted funds from the Department of Agriculture, Food and Nutrition Division
the Sub-grantee agrees to the following conditions:

1. Proposed programmatic and budget changes will be reviewed by program staff for their reasonableness. Program staff will make recommendations for changes in writing to the Fiscal Administrator. The Fiscal Administrator will provide a final decision in writing to the grantee. Sub-grantee agrees grant funds may not be used for any purpose other than the awarded purpose. In the event Sub-grantee expenditures do not comply with this condition, that portion not in compliance must be refunded to the Department.
2. Written prior approval is necessary, but not limited to the following as they are anticipated:
 - Revision to the scope, objectives, location, or methodology of the sub-grant award;
 - Change in key personnel if specified in application and sub-grant award;
 - Cumulative transfers among direct cost categories, or, if applicable among separately budgeted activities or projects which exceed 10 percent.
3. Recipients of sub-grants are required to maintain sub-grant accounting records, identifiable by sub-grant number. Such records shall be maintained in accordance with the following:
 - Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Fiscal Administrator of the Department. Records may be destroyed by the sub-grantee five (5) calendar years after the final financial and narrative reports have been submitted to the Department.
 - In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual sub-grants.
 - Sub-grant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this Sub-grant Award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the sub-grant activity.
4. Sub-grantee agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this sub-grant award. The Department reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
5. Sub-grantee agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer or for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Sub-grantee agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. "The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD)."
8. Sub-grantee certifies, by signing this sub-grant agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register

(pp.19150-19211). This provision shall be required of every sub-grantee receiving any payment in whole or in part from federal funds. USDA Form AD-1048 will be utilized to provide this certification.

9. Sub-grantee agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this sub-grant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - any federal, state, county or local agency, legislature, commission, counsel, or board;
 - any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official
 - any officer or employee of any federal, state, county or local agency, legislature, commission, counsel, or board
10. Department sub-grants are subject to inspection and audit by representatives of the Nevada Department of Agriculture, Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to:
 - verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - ascertain whether policies, plans and procedures are being followed;
 - provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - determine reliability of financial aspects of the conduct of the project
12. Sub-grantee agrees to provide a current and valid Nevada State Vendor Number. If the sub-grantee utilizes the services of another organization to manage requests for reimbursement (payee), please provide the name and vendor number of the payee.
13. Any audit of Sub-grantee's expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of sub-grant funds. It is the policy of the Department (as well as a federal requirement as specified in the Office of Management and Budget (OMB) 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, that each grantee annually expending \$750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO THE NEVADA DEPARTMENT OF AGRICULTURE, ADMINISTRATION DIVISION, ATTN: FISCAL ADMINISTRATOR, 405 SOUTH 21ST STREET SPARKS, NV 89431, within nine (9) months of the close of the Sub-grantee's fiscal year.

**NEVADA DEPARTMENT OF AGRICULTURE
NOTICE OF SUB-GRANT AWARD
SECTION B**

Description of services, scope of work, deliverables and reimbursement

The Sub-grantee, agrees to provide the following services and reports according to the identified timeframes:

- Perform the services and/or activities identified in the Proposal (Scope of Work) (Attachment A); specifically those indicated by project goals and project plan sections.
- Submit a Final Activity Report to the Department no later than 30 days following the end date of the sub-grant period.
- Identify the source of funding on all printed documents purchased or produced within the scope of this sub-grant, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Agriculture. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Nevada State Department of Agriculture, Food and Nutrition Division."
- Any activities performed under this sub-grant shall acknowledge the funding was provided through the Nevada State Department of Agriculture, Food and Nutrition Division and federal sponsor.

Sub-grantee agrees to adhere to the budget on the first page of this agreement.

The budget detail and justification is based on the Sub-grantee approved grant application budget.

- The indirect cost rate is not applicable to this Sub-grant.
- Management fees charged by another organization on behalf of the sub-grantee shall be budgeted and reimbursed under the Contractual expenses category.
- Sub-grantee may not make categorical funding adjustments in this sub-grant without Nevada Department of Agriculture approval.
- Equipment purchased with these funds belongs to the state program from which this funding was appropriated and shall, upon request, be returned to the program upon termination of this agreement.
- Allowable Travel expenses, per Diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the policy of the Board of Examiners to restrict contractors/Sub-grantees to the same rates and procedures allowed by State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration (GSA), with some exceptions (State Administrative manual 0200.0 and 0320.0).

Sub-grantee agrees to request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the sub-grant period.

- Receipt and acceptance of Request for Advance or Reimbursement Form and supporting documentation summarizing the total amount and type of expenditures made or to be made during the reporting period. Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred. A compatible electronic spreadsheet version of this form will be made available to sub-grantees.
- Requests for Reimbursements may be submitted monthly or quarterly as needed.
- Additional expenditure detail will be provided upon request from the Department.
- The maximum amount of funding available through this sub-grant shall be the total listed in the budget.

Additionally, the sub-grantee agrees to:

- Provide a complete financial accounting of all expenditures to the Department, Fiscal Administration Division within 30 days of the CLOSE OF THE SUB-GRANT PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.

The Nevada Department of Agriculture, Food and Nutrition Division agrees to:

- Provide technical guidance.
- Provide advancement of grant funds to sub-grantee, not to exceed the listed total of the approved contractual budget.
- Reserve the right to hold funds, under this sub-grant, until any and all delinquent forms and reports are submitted to and accepted by the Department, Food and Nutrition Division.

Both parties agree:

- Based on the quarterly narrative progress and financial report forms, as well as site visit findings, if it appears to the Food and Nutrition Division that progress will not be completed in the time specifically designated, or project objectives have been met at a lesser cost than originally budgeted, the Department may reduce the amount of this sub-grant award and reallocate funding to other project areas. This includes but is not limited to:
 - a. Reallocating funds **within** the sub-grantee's program area,
 - b. Reallocating funds **throughout** the sub-grantee's program area, or
 - c. Reallocating funds **to** another sub-grantee or funding recipient to address other identified priorities, by removing it from this agreement through a sub-grant amendment.

All reports of expenditures and requests for advancement processed by the Department of Agriculture Food and Nutrition Division are SUBJECT TO AUDIT.

This sub-grant agreement may be extended with the concurrence of both parties, predicated on continued availability of funds. Such extension will be offered to the sub-grantee by the NDOA Program Manager and will be executed by written modification to this agreement. All terms and conditions of the original agreement will continue in force unless otherwise enumerated in the modification.

This sub-grant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Sub-grant Award, provided the termination shall be not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, State, and/or Federal funding ability to satisfy this Agreement are withdrawn, limited, or impaired.

**Attachment A:
Scope of Work**

Purchase equipment as approved in grant application.