

City of Carson City
Agenda Report

Mem # 9-4B

Date Submitted: 7/15/09

Agenda Date Requested: 8/6/09
Time Requested: Consent Agenda

To: Board of Supervisors

From: John Simms, Juvenile Probation

Subject Title: Action to approve Carson City Juvenile Probation Department receiving \$5,900 in federal funds during the 2009/10 fiscal year from the Office of Juvenile Justice and Delinquency Prevention Formula Grant.

Staff Summary: The purpose of the grant will be to fund the New Beginnings-Girls Circle Program for female offenders.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move that the Board of Supervisors approve Carson City Juvenile Probation Department receiving \$5,900 in federal funds during the 2009/10 fiscal year from the Office of Juvenile Justice and Delinquency Prevention Formula Grant.

Explanation for Recommended Board Action: This funding will provide for the continued operation of the New Beginnings-Girls Circle Program for female offenders.

Applicable Statue, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: \$5,900.00

Explanation of Impact: These grant dollars will be utilized to continue operation of the existing program, New Beginnings-Girls Circle.

Funding Source: Office of Juvenile Justice and Delinquency Prevention and State of Nevada Division of Child and Family Services.

Alternatives: Without these funds, direct services to juvenile offenders on probation will be depleted. Services will no longer be available to these youth.

Supporting Material: New Beginning - Girls Circle program prides specialized treatment to high risk female offenders to reduce recidivism and commitment rates to the state training centers.

Prepared By: John Simms, Chief Juvenile Probation Officer

Reviewed By: [Signature] Date: 7/28/09
(Department Head)
[Signature] Date: 7/28/09
(City Manager)
[Signature] Date: 7/28/09
(District Attorney)
[Signature] Date: 7/28/09
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

JIM GIBBONS
Governor

Diane Comeaux
Administrator

STATE OF NEVADA

MICHAEL J. WILLEN
Director
Department of Health and Human Resources

FERNANDO SERRANO
Deputy Administrator



PAULINE SALLA
Juvenile Justice Programs Chief

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
NEVADA STATE JUVENILE JUSTICE COMMISSION

4126 Technology Way- Third Floor, Carson City, NV 89706
Telephone: (775) 623-6555 * Fax: (775) 623-6559

May 28, 2009

Carson City Juvenile Probation
John Simms, Chief
1545 E. Fifth Street
Carson City, Nevada 89701

Dear Mr. Simms,

The Juvenile Justice Commission at its May 21, 2009 meeting, voted to approve your FFY 2009 OJJDP Title II Formula Grant in the amount of \$5,900.00 for the New Beginnings Girl Circle Program.

Please submit a revised budget for the reduced amount by June 19, 2009.

The Division of Child and Family Services, Juvenile Justice Programs Office will release your first quarter's funds after your agency submits the first quarterly report for the FFY 2009 Title II Formula Grant. Additionally, the fourth quarter and final reports for the FFY 2008 grant must be submitted and approved by the Juvenile Justice Programs Office. Due dates for quarterly reports for FFY 2009 are as follows:

1st Quarter- October 15, 2009

2nd Quarter- January 15, 2010

3rd Quarter- April 15, 2010

Final Report- July 15, 2010

The Federal Office of Juvenile Justice and Delinquency Prevention has requested that sub-grantees submit an individual quarterly report for each program that is being funded. If you are operating more than one program with your grant, please submit individual progress reports. Please remember to report on all mandatory performance measures, outcomes and outputs as well as the non-mandatory performance measures selected in your initial application. Your final report for FFY 08 and FFY 09 should provide a cumulative overview of the grant year.

Please note that all sub-grant funds are contingent upon the receipt of awards from the Office of Juvenile Justice and Delinquency Prevention. You will be notified in a timely manner should any change occur in your award. Finally, the current grant award number is not available at this time but will be provided to you once the final award is received by OJJDP.

If you have any questions, please feel free to contact me at 775-623-6555 or email me at psalla@dcfs.state.nv.us.

Respectfully,



Pauline Salla
Juvenile Justice Specialist
Juvenile Justice Programs Office



Leon Franklin
Chair, Grant Review Committee
Juvenile Justice Commission

CC: Fernando Serrano, Deputy Administrator, DCFS
Leon Franklin, Chair of Grant Review Committee, JJC
John Hambrick, Chair of Nevada Juvenile Justice Commission

CARSON CITY
JUVENILE PROBATION

OJJDP
FORMULA
SUBGRANT


SFY 09 - 10

Carson City Juvenile Probation

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REQUEST FOR PROPOSAL
FORMULA GRANT
COVER SHEET FFY09

1. NAME OF AGENCY Carson City Juvenile Probation Department
ADDRESS 1545 E. Fifth Street, Carson City, Nevada 89701
PHONE (775) 887-2033 FAX (775) 887-2036
EMAIL jsimms@ci.carson-city.nv.us
2. AGENCY DIRECTOR John Simms, CPO
3. GRANT DIRECTOR John Simms, CPO
4. FINANCIAL OFFICER Valerie Hill
5. LEGAL STATUS OF AGENCY: Governmental Agency _____
Native American Tribe _____
Juvenile Probation Department X
*Non Profit _____
6. Does Agency have Board of Directors: No If yes attach list of names, affiliations and addresses as an Appendix.
7. FEDERAL Tax ID No. 88-6000189
8. TITLE OF PROPOSED PROJECT New Beginnings - Girls Circle
9. Is this a NEW grant proposal? YES X No. _____ Previous funding period(s) and amount awarded: _____
10. AMOUNT REQUESTED \$ 7,560.00
11. PROGRAM AREA Alternatives to Detention
12. Signature of Authorizing Official/Date 

Carson City Juvenile Probation

13. Description of Applicant Agency

The Carson City Juvenile Probation Department's mission is to provide a continuum of services and sanctions to at risk youth and their families in order to create a safer community. This proposed project is just one in a continuum of graduated sanctions designed to provide preventative services to youth experiencing difficulties. See attached organizational chart (appendix B).

14. Problem Statement

Currently Carson City is lacking in programs targeted for female youth with the intent to decrease juvenile delinquency. From January 1, 2008 to December 31, 2008, 387 females were referred to the Juvenile Probation Department. The 2003 Nevada Youth Risk Behavior survey reports that 11.8% of the girls surveyed at Carson High School reported being physically abused by a boyfriend while 13% of the same girls reported having been forced to have sexual intercourse at least once. Additionally, 17.6% of these girls reported being offended, threatened, frightened or attacked because of their gender at least once a month. Of particular importance are the messages female youth reveal about their self worth and physical bodies. Survey results tell us that 29% of the girls at Carson High School admitted to feeling overweight while 65% noted they were trying to lose weight. These statistics are just a few illustrations of the need for a program that provides support and direction for our community's adolescent female population, particularly in the areas of relationship, self worth, cultural images and victimization.

15. Proposed Project Overview

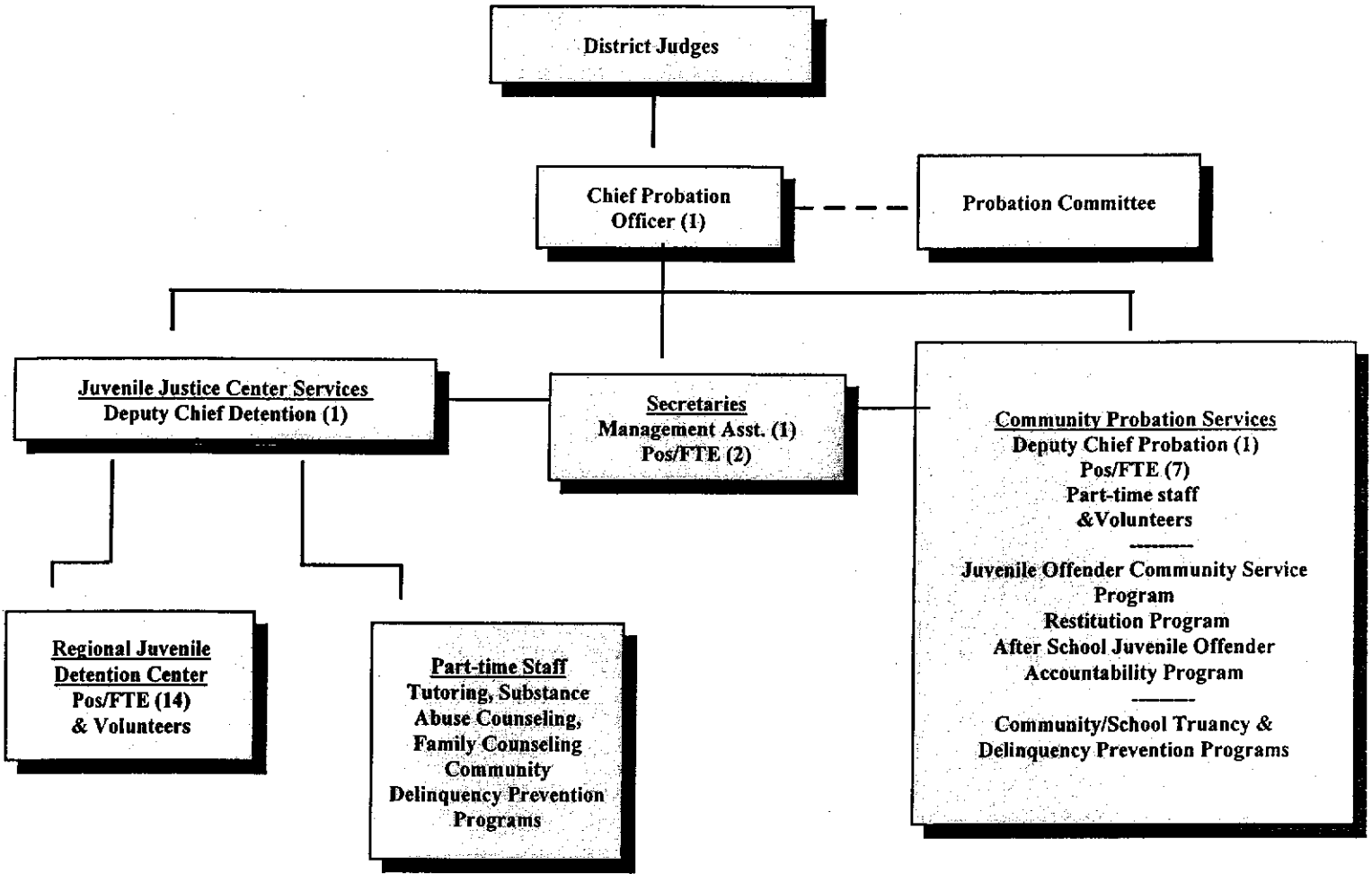
Goal: The New Beginnings - Girls Circle Program is to provide specialized treatment to high risk female offenders to reduce recidivism and commitment to the state training centers. The program is designed to foster self-esteem, help girls maintain authentic contact with peers and adult women in their community, counter trends towards self doubt and allow for genuine self expression through verbal sharing and creative activity.

Clients to be Served by the Proposed Project

The population to be served will be 16 - 24 female youth at risk that have offended and been referred to the juvenile justice system. Those identified as experiencing family conflict, anger problems, poor impulse control, peer conflict, and mental health issues, etc. will be eligible for services. These services will be provided by certified professionals.

Carson City Juvenile Probation

Organizational Chart



Carson City Juvenile Probation

Service Area

The proposed service area to be delivered is the First Judicial District Court of Carson City and Storey County.

Proposed Project Staff

Staff needed for the project include a certified family and marriage therapist and those trained in Girls Circle. Additionally, the Chief Probation Officer and a female probation officer will oversee the project and prepare the quarterly reports. The Management Assistant will prepare all financial reports.

Collaboration for the Proposed Project

The success of the program will be dependent upon the continued collaboration of the Probation Committee who is a citizen advisory committee appointed by the District Judges whose primary purpose is to provide community input, review and support between the probation department, the Community Council on Youth, the Ron Wood Family Resource Center and other youth agencies dedicated to providing education, prevention and treatment to ensure the success of goals, objectives and project activities.

Diagram of a Logic Model

Project Goal: The goal of the New Beginnings - Girls Circle Program is to provide specialized treatment to high risk female offenders to reduce recidivism and commitments to the state training centers. Increased sense of self awareness is anticipated amongst participants.

Objectives	Activities	Process Measures/ Products	Outcome Measures
<p>Provide group sessions for 16 - 24 female offenders and their families. Increase adequate access to gender based skill building and educational activities. Identify red flags of risky behavior.</p>	<p>Facilitate 3 - 6 week sessions of 4.5 hours a week to 16 - 24 female offenders addressing risky behaviors, sexual activity, relationships, self worth, peer conflict, family issues, substance abuse, eating disorders, etc. Provide 2.5 hours weekly of family and individual sessions, if needed.</p>	<p>\$7,560 of federal grant funds will be used to conduct 3 - 6 week sessions each 4.5 hours and 2.5 hours weekly of family and individual sessions. Up to 8 slots will be available each session. 3 sessions will serve up to 24 youth.</p>	<p>At the end of each reporting period it is anticipated that approximately 5 youth (20%) will reoffend. Anticipated that 19 youth (80%) will demonstrate change in self esteem, body image and family relationships. Anticipated that 18 youth will complete the program 14 (80%) successfully and 4 (20%) unsuccessfully. Anticipated that 4 youth (17%) will be charged with new probation violations. Anticipated that 0 youth will be committed to correctional facilities</p>

Carson City Juvenile Probation

17. Funding Continuation Plan

The Carson City Juvenile Probation Department will be able to offer this program with the assistance of the Nevada Juvenile Justice Commission. With increased support of the Carson City Board of Supervisors it is hoped that local funding will be available in future years.

Carson City Juvenile Probation

Since the Carson City Juvenile Probation Department is not a private, non-profit applicant this does not apply.

Attachment A

Carson City Juvenile Probation

In the administration of the New Beginnings - Girls Circle Program all efforts are made to assure the project meets the Best Practices Approach.

The primary purpose of the New Beginnings - Girls Circle Program is to provide specialized treatment to high risk female offenders to reduce recidivism and commitment to the state training centers. A heightened sense of awareness of self is anticipated to occur within these female offenders.

Objectives are identified, activities are set to achieve the objectives and outcomes are measured through the use of pre and post tests and tracking of participants as it relates to recidivism.

Attachment B

Carson City Juvenile Probation Detention Placement Instrument

1. Name of Minor: _____
2. Date Booked: _____ Time: _____
3. Referral Source: (circle one) 1. Probation 2. Sheriff's Office 3. Other
4. Most Serious Charge: _____

5. Risk Factors Circle correct point value
- | | |
|--|-------|
| A) Felony Crimes Against Person (includes felony sex crimes) | 12 |
| B) Possession of a firearm/ Illegal weapon/ explosive device | 12 |
| C) Trafficking, Sales/Use and Possession of Controlled Substance and drug related Probation Violations | 12/10 |
| D) Felony Property Crimes | 8 |
| E) All Other Offenses Gross Misdemeanor/Misdemeanor | 6/3 |
| F) Status Offenses | 0 |

6. Legal Status:
- | | |
|--|------|
| A) Active Probation - New Felony. | 12 |
| B) Active Probation - Gross Misdemeanor/misdemeanor. | 10/8 |
| C) Active Probation - Technicals (Combined) | 3 |
| D) Pending Court Hearing | 3 |

7. Other Offenses Last 12 months
- | | | |
|---|--------|-------|
| A) Number of Felony Crimes Against Person | # x 3= | _____ |
| B) Number of Felony Crimes Against Property | # x 2= | _____ |
| C) Number of Other Felony Offenses | # x 2= | _____ |
| D) Number of Gross Misdemeanors Prior | # x 2= | _____ |
| E) Number of Misdemeanors | # x 1= | _____ |
| F) Number of Probation Violations | # x 1= | _____ |

8. Enhancements:
- | | |
|--|---|
| A) Was under the influence of drugs or alcohol at time of arrest | 6 |
| B) Gang related offense (not to include association with gang members) | 3 |

TOTAL _____

9. Special Detainment Circumstance (**Automatic Detainment - Do not Score**):
- A) Involved use or threatened use of violence against a person with use of a firearm/weapon
 B) Bench Warrants/Judicial Orders/Traffic Warrants/Violation of Home Detention
 Minor will Appear in Front of Special Master within 48 hours
- C) Escapes from Commitments(NYTC, CYC, CSYC, or other) Placements, or Detention Facilities.
- D) Domestic Violence arrests
- E) Override - If the criteria is overridden and the minor is detained contrary to the outcome indicated by the numeric score, state reason(s) for override: _____
- _____
- _____

10. 12+ =Secure Detention
- Eligible for Detention? YES _____ NO _____ Detained? YES _____ NO _____

 Signature of Y.C. Completing Form Name of On-Call Probation Officer

CARSON CITY REGIONAL JUVENILE DETENTION CENTER

Name		Sex		DOB		ID#		Date		Time	
------	--	-----	--	-----	--	-----	--	------	--	------	--

Screening Officer		Medical Insurance	Yes	No	Insurance Carrier	
-------------------	--	-------------------	-----	----	-------------------	--

BOOKING OFFICER'S VISUAL OBSERVATION

Y N Comments

1	Does the subject have obvious pain, bleeding, trauma, illness, or other symptoms suggesting need for immediate emergency service or doctor's care?			
2	Does the subject exhibit any signs of abnormal behavior?			
3	Is there obvious fever, swollen lymph nodes, jaundice, or other evidence of infection which might spread through the center?			
4	Is there evidence of body vermin or is the skin in poor condition?			
5	Does the subject appear to be under the influence of an unknown substance?			
6	Are there any visible signs of alcohol/drug withdrawal symptoms?			
7	Does the subject's behavior/physical appearance suggest the risk of suicide?			
8	Does the subject's behavior suggest the risk of assault to staff or other detainees?			
9	Is the subject carrying medication or does the detainee report being on medication which should be continuously administered or available?			
10	Does the subject have minor cuts/abrasions requiring medical attention?			

OFFICER QUESTIONNAIRE TO SUBJECT

11	Have you ever been physically or sexually abused?			
12	Have you ever attempted suicide?			
13	Have you ever expressed, verbally or in writing, a desire to commit suicide?			
14	Has anyone in your family or friends attempted suicide?			
15	Have you ever destroyed property or hurt someone while angry?			
16	Have you recently seen a psychologist or counselor?			
17	Are you or anyone in your family currently being treated for tuberculosis?			
18	Have you or anyone in your family or friends tested positive for tuberculosis?			
19	Are you presently taking medication for diabetes, heart disease, seizures, arthritis, asthma, ulcers, high blood pressure or psychiatric disorder?			
20	Do you have a special diet prescribed by a physician?			
21	Do you have, or have you ever had, a sexually transmitted disease (lice, crabs etc.)?			
22	Have you recently been hospitalized or seen a medical or psychiatric doctor?			
23	Do you have a contagious or communicable disease?			
24	Are you allergic to any medication?			
25	Have you ever been treated for a mental disorder?			
26	Have you fainted recently or had a recent head injury?			
27	Do you have, or have you ever had, tuberculosis, diabetes, hepatitis or epilepsy?			
28	Do you have a painful dental condition?			
29	If female, are you pregnant or on birth control?			
30	If female, have you recently delivered or aborted?			
31	Do you have any other medical problem we should know about?			

Distribution: Probation File Detention File,
Detention Manager

Detainee's Signature _____

Carson City Juvenile Probation

MAYSI - II

The Carson City Juvenile Probation Department began utilizing the MAYSI - II in the detention center, on January 1, 2005.

Attachment E

Carson City Juvenile Probation

GRADUATED SANCTIONS

The Carson City Juvenile Probation Department provides different levels of sanctions to juvenile offenders who have been referred for committing delinquent or criminal acts or violations of probation within the community. Based on the severity of the offense and past history of the youth, sanctions escalate accordingly. All cases are carefully reviewed with the Senior Probation Officer and /or District Attorney to ascertain the level of sanctions to be imposed. A large percentage of the cases can be handled informally or with "sole sanctions".

Below is just a sampling of the sanctions imposed within the Carson Juvenile Probation Department and Court:

1. Community Service
2. Job Training/Restitution program
3. Fines
4. Home detention or house arrest
5. Drug testing
6. Life Skills
7. Alcohol and drug education
8. New Beginnings - Girls Circle (girls group)
9. Out-patient counseling
10. After school counseling (group, family, individual)
11. Drug Court
12. Residential placement (mental health and/or alcohol & substance abuse, WNRYS)
13. Electronic monitoring
14. Informal and Formal Probation
15. Suspended commitment
16. Court ordered detention
17. Placement at CSYC, AP, CYC, NYTC, SVCC
18. Certification Adult Status

The probation officers work closely with the Special Master in ensuring that the sanction is proportionate to the juvenile's offense, prior history, and special needs.

Attachment F

Carson City Juvenile Probation

The Carson City Juvenile Probation Department participates in monthly multi-disciplinary meetings in cooperation with local social service agencies, child protective services, school counselors, and representatives from the Juvenile Justice system. Youth are staffed and information is shared to assist in the development of a case plan for the youth. All measures are taken to ensure the health and safety of our youth.

Attachment G

FIRST JUDICIAL DISTRICT COURT

JUVENILE DIVISION
CARSON CITY AND STOREY COUNTY
1545 EAST FIFTH STREET
CARSON CITY, NV 89701
(775) 887-2038
Fax (775) 887-2513

JAMES T. RUSSELL
District Judge Dept. I
WILLIAM MADDOX
District Judge Dept. II

DAVID I. NIELSEN
Special Master

John Simms
Chief Juvenile Probation Officer
1545 E. 5th Street
Carson City, NV 89701

re: DCFS Records

Dear Mr. Simms:


Relevant information in possession of the state is considered by the juvenile court when delinquency cases are brought before the court accusing juveniles who are in welfare's custody.

Certain safeguard protecting confidentiality are exercised regarding abused and neglected children, and those individuals reporting abuse and neglect are not identified. With that in mind, children who are in state's custody will appear in juvenile court with their custodian, usually a welfare worker. The workers will always have the opportunity to address the court regarding the delinquency matter.

Public records in the welfare case may be utilized to formulate treatment plans for the juvenile offender.

If you have any questions, feel free to contact me.

Sincerely,



David I. Nielsen
Special Master Juvenile Court

ATTACHMENT H

Carson City Juvenile Probation

The Carson City Juvenile Probation Department, in compliance with Section 472 of the Social Security Act, assures that all juvenile offenders whose placement is funded through Section 472 will receive protection as outlined in Section 471. Additionally in accordance with Section 475 a case plan review will be assured.

Attachment I

18. Budget Summary

Category	Total Costs	Total Requested	Total Requested from Other Funding Sources	Total Revenue Received from Other Funding Sources
I. Personnel Costs				
a) Salaries and Wages				
b) Fringe Benefits				
c) Consultants Contract Services	\$7,560.00	\$7,560.00		
TOTAL	\$7,560.00	\$7,560.00		
II. Non-Personnel Costs				
a) Space Costs				
b) Rental, Lease or Purchase of Equip				
c) Consumable Supplies				
d) Travel				
E) Telephone				
f) Other Costs (specify)				
TOTAL				

19. BUDGET DETAIL

Project New Beginnings - Girls Circle Program

Will the applicant agency receive any other funds or resources for this proposed plan? YES NO

If Yes, describe the specific nature and amount of the other funds or resources. _____

A. PERSONNEL COSTS

1. List each employee by job title or classification and salary rate. Use additional sheets as necessary.

JOB TITLE/ CLASSIFICATION	HOURS PER WEEK	HOURLY SALARY	TOTAL SALARY REQUIRED THIS CALENDAR YEAR

TOTAL PERSONNEL COSTS \$ _____

2. What are the job duties for each employee, if not apparent in the project overview. (Use additional sheets as necessary.)

JOB TITLE/ CLASSIFICATION	JOB DUTIES

3. Show the actual rates and amounts for each of the following:

RATE	ANNUAL AMOUNT	AMOUNT REQUIRED THIS CALENDAR YEAR
FICA		
Retirement		
Workman's Comp		
Unemployment Insurance		
Health Insurance		
Other Insurance		
Other Benefits (specify)		

TOTAL EMPLOYEE RELATED BENEFITS \$ _____

CONTRACT SERVICES

1. Will any contract services be used? _____ X _____ YES _____ NO
2. With whom will the applicant contract for services?

NAME OF CONTRACTOR	AMOUNT REQUIRED THIS CALENDAR YEAR
Linda Furbee MA.MFT	\$7,560.00

TOTAL CONTRACT SERVICES \$ 7,560.00 5900.

1. What are the contracted individuals or agencies specific duties and responsibilities with regard to the proposed plan?

4.5 hours/week x 6 weeks = 27 hours X \$60.00 = \$1,620.00 X 3 = \$4,860

2.5 hours/week (family and individual services)

2.5 hours/week X 6 weeks = 15 hours X \$60.00 X 3 = \$2,700.00

Include the specific level of involvement each contractor will have, by the number of hours/units and duration of services that will be provided. For example, contractor XYZ will conduct 25 group sessions of juvenile participants during the first year of operation.

Provide a copy of the form of contract to be used by the applicant. Use additional sheets as necessary.

A. NON PERSONNEL COSTS

1. Complete the following:

Travel (Cannot exceed State Travel Costs)	AMOUNT REQUIRED THIS CALENDAR YEAR
Auto Mileage: _____ miles at _____ /mile	
Air Transportation	
Subsistence	
Other (describe)	

TOTAL IN-STATE TRAVEL \$ _____

2. Explain why the proposed travel is needed if not apparent from the project overview.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-011

CONTRACT No. 0809-011
titled New Beginnings - Girls Circle Program 08/09

is made by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and Linda Furbee hereinafter referred to as the "CONTRACTOR".

1 CONTRACT TERM:

1.1 This Contract shall be effective from July 1, 2008 to June 30, 2009, unless sooner terminated by either party in accordance with its terms.

2 NOTICE:

2.1 All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by telephonic facsimile, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

2.1.1 Notice to CONTRACTOR shall be addressed to:

Linda Furbee, MA
PO Box 4262
Carson City, NV 89702
775-887-1313 / FAX #775-887-0466

2.1.2 Notice to CITY shall be addressed to:

Carson City Purchasing & Contracts
Cheryl Adams, Purchasing & Contracts Manager
201 North Carson Street Suite 11
Carson City, NV 89701
775-887-2133 extension 30135 / FAX 775-887-2107
CAdams@ci.carson-city.nv.us

For P&C Use Only	
CCBL expires	12/31/08
GL expires	8/1/08
AL expires	waived
PL expires	8/1/08
WC expires	affidavit

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-011

3 SCOPE OF WORK:

3.1 CONTRACTOR shall provide counseling services to girls selected by Juvenile Probation Officers, in the form of group, individual, family counseling, and additional services could include participation with the girls in ropes course for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

3.2 CONTRACTOR represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

3.3 CONTRACTOR represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

3.4 CONTRACTOR represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONTRACTOR** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONTRACTOR** to **CITY**.

3.5 CONTRACTOR represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **SERVICES** required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

3.6Before commencing with the performance of any work under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

3.7 CITY Responsibilities:

3.7.1 CITY shall make available to **CONTRACTOR** all technical data that is in **CITY'S** possession, reasonably required by **CONTRACTOR** relating to the **SERVICES**.

3.7.2 CITY shall provide access to and make all provisions for **CONTRACTOR** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-011

CONTRACTOR to perform the **SERVICES**.

3.7.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONTRACTOR** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONTRACTOR**.

3.7.4 It is expressly understood and agreed that all work done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of work shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the work required under the terms of this Contract until all work has been completed and accepted by **CITY**.

4 **CONSIDERATION:**

4.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in Section 3 Scope of Work and **CITY** agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon a not to exceed maximum amount of Seven Thousand, Six Hundred Dollars and No Cents (\$7,600.00) at the rate of Seventy Dollars (\$70.00) per hour.

4.2 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

4.3 **CITY** has provided a sample invoice and **CONTRACTOR** shall submit its request for payment using said sample invoice.

4.4 Payment by **CITY** for the **SERVICES** rendered by **CONTRACTOR** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the latter date.

4.5 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

4.6 The continuation of this Contract beyond June 30, 2008 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors.

5 **TIMELINESS OF BILLING SUBMISSION:**

5.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 0809-011

after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

6 CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 This Contract may be terminated by either party without cause by giving the other party ten (10) calendar days written notice of the intent to terminate and specifying the date upon which the termination will be effective.

6.2 Cause Termination for Default or Breach:

6.2.1 A default or breach may be declared with or without termination.

6.2.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.2.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.2.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

6.2.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.2.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

6.2.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6.2.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

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6.3 Time to Correct:

6.3.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 2 Notice**, and the subsequent failure of the defaulting party within five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

6.4 Winding Up Affairs Upon Termination:

6.4.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

6.4.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

6.4.1.2 **CONTRACTOR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

6.4.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

6.4.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 21 City Ownership of Proprietary Information**.

7 REMEDIES:

7.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

8 LIMITED LIABILITY:

8.1 **CITY** will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the

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fiscal year budget in existence at the time of the breach. CONTRACTOR'S tort liability shall not be limited.

9 FORCE MAJEURE:

9.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

10 INDEMNIFICATION:

10.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, 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 attorney's 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 the indemnity which would otherwise exist as to any party or person described in this paragraph.

10.2 Except as otherwise provided in Subsection 10.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

10.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

10.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

10.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

10.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim

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or cause of action, if any, incurred by separate counsel.

11 INDEPENDENT CONTRACTOR:

11.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

11.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

11.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

11.4 **CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

11.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

12 INSURANCE REQUIREMENTS:

12.1 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

12.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing & Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

12.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of

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the condition.

12.4 Insurance Coverage:

12.4.1 CONTRACTOR shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:

12.4.1.1 Final acceptance by **CITY** of the completion of this Contract; or

12.4.1.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

12.4.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

12.5 General Requirements:

12.5.1 Certificate Holder: Each liability insurance policy shall list Carson City c/o Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701 as a certificate holder.

12.5.2 Additional Insured: By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

12.5.3 Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

12.5.4 Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

12.5.5 Deductibles and Self-Insured Retentions: Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or

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self-insured retention unless otherwise specifically agreed to by CITY. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by CITY.

12.5.6 Policy Cancellation: Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing & Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701.

12.5.7 Approved Insurer: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

12.5.8 Evidence of Insurance: Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701:

12.5.8.1 Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing & Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

12.5.8.2 Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing & Contracts to evidence the endorsement of CITY as an additional insured per Subsection 12.5.2.

12.5.8.3 Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

12.5.9 Review and Approval: Documents specified above must be submitted for review and approval by Carson City Purchasing & Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by CITY nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to CITY or others, and shall be in addition to and not in lieu of any other remedy available to CITY under this Contract or otherwise. CITY reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

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13 COMMERCIAL GENERAL LIABILITY INSURANCE:

13.1 Minimum Limits required:

13.1.1 One Million Dollars (\$1,000,000.00) - General Aggregate

13.1.2 One Million Dollars (\$1,000,000.00) - Each Occurrence

13.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

14 PROFESSIONAL LIABILITY INSURANCE:

14.1 Minimum Limit required: One Million Dollars (\$1,000,000.00)

14.2 Retroactive date: Prior to commencement of the performance of this Contract

14.3 Discovery period: Three (3) years after termination date of this Contract.

14.4 A certified copy of this policy may be required.

15 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

15.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

15.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

16 BUSINESS LICENSE:

16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing & Contracts.

16.2 The Carson City business license shall continue in force until the latter of: (1) final

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acceptance by CITY of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by CITY under the terms of this Contract.

17 COMPLIANCE WITH LEGAL OBLIGATIONS:

17.1 CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by CONTRACTOR to provide the goods or services of this Contract. CONTRACTOR will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of CONTRACTOR in accordance with Nevada Revised Statutes 361.157 and 361.159. CONTRACTOR agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. CITY may set-off against consideration due any delinquent government obligation.

18 WAIVER OF BREACH:

18.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19 SEVERABILITY:

19.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20 ASSIGNMENT/DELEGATION:

20.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by CITY, such offending portion of the assignment shall be void, and shall be a breach of this Contract. CONTRACTOR shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of CITY.

21 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or

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any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

22 PUBLIC RECORDS:

22.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23 CONFIDENTIALITY:

23.1 **CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

24 FEDERAL FUNDING:

24.1 In the event federal funds are used for payment of all or part of this Contract:

24.1.1 **CONTRACTOR** certifies, by signing this Contract, 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 the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26,

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1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

24.1.2 CONTRACTOR and its subcontractors shall comply with all terms, conditions, and requirements of 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 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

24.1.3 CONTRACTOR and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, 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 offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

25 LOBBYING:

25.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract 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:

25.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

25.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

25.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26 GENERAL WARRANTY:

26.1 CONTRACTOR warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

27 PROPER AUTHORITY:

27.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by Carson City Purchasing & Contracts and only for the period of time specified in this Contract. Any services performed by

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CONTRACTOR before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

28 ARBITRATION:

28.1 Any controversy of claims arising out of or relating to this Contract, or the breach thereof, provided both parties agree, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

29 GOVERNING LAW; JURISDICTION:

29.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

30 ENTIRE CONTRACT AND MODIFICATION:

30.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by Carson City Purchasing & Contracts.

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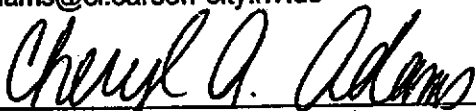
31 ACKNOWLEDGMENT AND EXECUTION:

31.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CARSON CITY
Finance Director
Attn: Cheryl A. Adams, Purchasing &
Contracts Manager
201 North Carson Street Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2133 ext. 30135
Fax: 775-887-2107
CAdams@ci.carson-city.nv.us

CITY'S LEGAL COUNSEL
Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: 
CHERYL A. ADAMS
Purchasing & Contracts Manager


By: 
Deputy District Attorney

DATED 5/15/08

DATED 5-12-08

I certify that funds are available and that CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing & Contracts.

BY: John Simms, Chief Juvenile Probation Officer
Juvenile Probation
1545 East Fifth Street
Carson City, NV 89701
Telephone: 775-887-2033
Fax: 775-887-2036
JSimms@ci.carson-city.nv.us

By: 
JOHN SIMMS
Chief Juvenile Probation Officer

DATED 5/15/08

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Undersigned says: That she is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that she has read the foregoing Contract; and that she understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Linda Furbee, MA

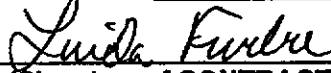
CARSON CITY BUSINESS LICENSE #: 08-00017186

Address: Po Box 4262

City: Carson City State: NV Zip Code: 89702

Telephone: 775-887-1313/ Fax #: 775-887-0466

E-mail Address: _____



(Signature of **CONTRACTOR**)

DATED

5-5-2008

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SAMPLE INVOICE

Invoice Number: _____
 Invoice Date: _____
 Invoice Period: _____

Carson City Contract Number: 0809-011
 Carson City Contract Name: New Beginnings - Girls Circle Program 08/09

Vendor Number: _____
 Linda Furbee, MA
 PO Box 4262
 Carson City, NV 89702

Invoice shall be submitted to:

Carson City Juvenile Probation
 Attn: Valerie Hill
 1545 East Fifth Street
 Carson City NV 89701

Line Item #	Description	Value	% Completed	Total \$\$
Total for this invoice				

Original Contract Sum \$ _____
 Less amount previously billed \$ _____
 = contract sum prior to this invoice \$ _____
 Less this invoice \$ _____
 =Dollars remaining on Contract \$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

Operating Expenses

3. List anticipated expenses by category

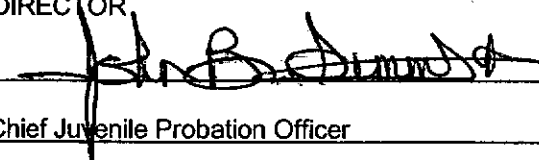
	AMOUNT REQUIRED THIS CALENDAR YEAR
Postage	
Telephone	
Lease/Rental	
Printing	
Maintenance	
Consumable Supplies (specify)	
Other Costs	

TOTAL OPERATING EXPENSES \$ _____

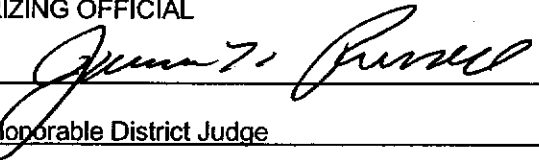
JUSTIFICATION OF OPERATING EXPENSES:


The undersigned agrees to fully comply with all the provisions established in the Request for Proposal of the Division of Child and Family Services for the acceptance of the Grant.

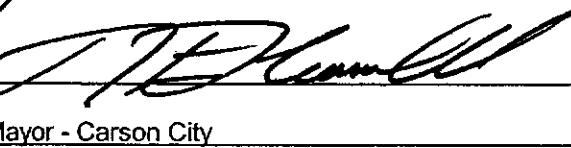
GRANT DIRECTOR

Name  Date 4/10/09
 Title Chief Juvenile Probation Officer

AUTHORIZING OFFICIAL

Name  Date 4/9/09
 Title Honorable District Judge

Name  Date 4/9/09
 Title Honorable District Judge

Name  Date 4/10/09
 Title Mayor - Carson City

OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION
SUB-GRANT FUNDING PROVISIONS

1. Agencies receiving Office of Juvenile Justice and Delinquency Prevention funds may be eligible for second year continuation funding equal to 75% of funds received the first year, and can apply for third-year continuation funding equal to 50% of funds received the first year. In all cases involving second and third year funding, the applicant agency will be required to demonstrate the ability to maintain project operation, service delivery and project accomplishments equal to that proposed in the first-year grant. (Modified August, 1998)
2. Agencies receiving awards through reverted Office of Juvenile Justice and Delinquency Prevention funds or for special Juvenile Justice Commission projects will not be considered to be first-year projects and, therefore, are eligible to compete without funding restrictions in subsequent years.
3. Any agency or organization applying for fourth-year funding will be evaluated on the individual merits of it's request and, if considered, will be eligible to apply for continuation funds not to exceed the amount received during the third year. These same conditions will apply on an annual basis to those agencies requesting funding for the fifth year and beyond. Programs applying for 4th year and beyond will not be considered until 1st, 2nd and 3rd year projects have been evaluated. (Modified August, 1998)
4. All applications for Office of Juvenile Justice and Delinquency Prevention funding will be subject to a proposal review and recommendation process to be utilized by the Division of Child and Family Services and the Juvenile Justice Commission. Final recommendations for funding are subject to the approval of the Administrator of the Division of Child and Family Services, and the Administrator's decision shall be considered final.
5. Successful applicants shall ensure that quarterly progress and financial reports are furnished in a timely manner as required by the Division of Child and Family Services. All reports are due to the Division of Child and Family Services no later than 4:00 p.m. on the designated date. (Modified August, 1998)
6. The Division of Child and Family Services and the Juvenile Justice Commission shall be responsible for the monitoring of sub-grant projects. The Division of Child and Family Services and the Juvenile Justice Commission shall have the right to inspect and audit both the program and the records, including financial, of any project awarded Juvenile Justice and Delinquency Prevention funds. Projects shall maintain verifiable records for all programmatic and fiscal operations related to an award for a period of five years.
7. No award will be made until an applicant has agreed to all assurances and submitted required certifications as contained in the application for Juvenile Justice and Delinquency Prevention funding.
8. Projects operating in metropolitan areas of the State of Nevada utilizing Juvenile Justice and Delinquency Prevention funds shall make their services available, as space and service limitations allow, to clients from outlying areas of the state.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicant should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice Determines to award the covered transactions, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal grant or cooperative agreement:

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL "Disclosure of Lobbying Activities", in accordance with it's instructions:

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. the applicant certifies that it and it's principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Public (Federal, State, or local) transaction or contract under a public transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free workplace Act of 1988, and implemented at 28 CFR Part 67 Sections 67.515 and 67.520-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace:

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace:

(c) making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a):

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

Carson City Juvenile Probation

- (1) Abide by the terms of the State... and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 0 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Justice, Office of Justice Programs, ATTN: control desk, 633 Indiana Avenue N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended: or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street, address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may select to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free workplace Act of 1988, and implemented at 28 CFR, subpart F, for grantees, as defined at 28 CFR part 67; Sections 67.615 and 67.620-

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Carson City Juvenile Probaiton 1545 E. Fifth Street, Carson City, NV 89701

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

New Beginnings - Girls Circle

4. Typed Name and Title of Authorized Representative

John B. Simms Chief Juvenile Probation Officer

5. Signature

6. Date

John B. Simms

1-10-09

ASSURANCES

The applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB circular No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this federally assisted project. Also the applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with requirements of the provision of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 P. L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grant. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standard Act, if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly that with whom they have family, business or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for any listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purpose for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects on such properties.
11. It will comply, and assure the compliance of all subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provision of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure, Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence

Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.

13. It will comply, and all its contractor will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the American with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations and disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a Federal or State court or Federal or State administrative makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one - the application is for \$500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

17. It will comply with:

- (A) Funds granted as a result of this contract are to be expended for the purposes as set forth in the grant application for the Juvenile Justice and Delinquency Prevention Act and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the US Department of Justice.
- (B) No expenditures will be eligible for inclusion of occurring prior to the effective date of the original starting date of the contract; and
- (C) The project must be operational within 60 days of the original starting date of the grant period, or the subgrantee must submit documentation to the Division of Child and Family Services (DCFS) setting forth the reasons for the delay, the steps taken to

initiate the project, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit further documentation explaining the delay. DCFS may at this time cancel the project, or extend the implementation date; and

- (D) Funds awarded by DCFS may be terminated at any time for non-compliance with any terms and requirements of this agreement.

18. I will insure that the funds will be used so as to enhance and increase, but not supplant, the level of the State, local, and other non-federal funds that would in the absence of the funds be made available for programs, and will in no event replace such State, local and other non-federal funds.

19. It will comply with fund accounting procedures, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the DCFS shall prescribe will be provided to assure fiscal control, proper management, and efficient distribution of funds received under the Juvenile Justice and Delinquency Prevention Act. Accounting procedures shall provide for accurate and timely recording of receipt of funds, and unexpended balances. Controls must be adequate to ensure that expenditures charged to grant activities are for allowable purposes and documentation is readily available to verify that such charges are accurate.

20. It will maintain such data and documentation and submit such reports, in such form, at such times, and containing such information as the DCFS may require reasonable.

21. It will provide performance reports that will be submitted to DCFS in accordance with such procedures as required by that office.

22. It will insure that procedures have been established to ensure that programs funded under the Juvenile Justice and Delinquency Prevention Act shall not disclose any records containing the identity of individual juveniles. Exceptions to this requirement:

- (A) Authorization by law;
- (B) The consent of either the juvenile or his legally authorized representative; or
- (C) Justification that otherwise the functions of this title cannot be performed. Under no circumstances may public project reports or findings contain names of actual juveniles.

23. In the event an audit report disallows costs, the grantee will forward the amount of the disallowed costs to DCFS within ninety days of such notification. Failure to do so will result in such deficiency being reported to the State Budget Division.

CERTIFICATION

I certify that the program(s) proposed in this grant meet applicable requirements of the Juvenile Justice and Delinquency Prevention Act, that all the information presented is correct, and that the grantee will comply with the provisions of the act and all other applicable federal laws. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of Juvenile Justice and Delinquency Prevention Act Funds.

[Signature] Signature of Authorized Official 4/10/09 Date

Address: 1545 E. Fifth Street
Carson City, Nevada 89701

Telephone Number: (775) 887-2033

[Signature] Signature of Authorized Official 4/9/09 Date

Address: 885 E. Musser Street, Suite 3061
Carson City, Nevada 89701

Telephone Number: (775) 882-1996

[Signature] Signature of Authorized Official 4/9/09 Date

Address: 885 E. Musser Street, Suite 3057
Carson City, Nevada 89701

Telephone Number: (775) 882-1619

[Signature] Signature of Authorized Official 4/10/09 Date

Address: 201 N. Carson Street, Suite 2
Carson City, Nevada 89701

Telephone Number: (775) 887-2101