

City of Carson City  
Agenda Report

Item #9-4A

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 the acceptance of \$43,047.80 in Community Corrections Block Grant funds during the 2009/2010 fiscal year from the Office of Juvenile Justice and Delinquency Prevention.

**Staff Summary:** The purpose of the grant is to fund comprehensive assessment and individualized case management individuals. This program provides for individual assessment and individual and family intervention services for youth at risk.

**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 the acceptance of \$43,047.80 in Community Corrections Block Grant funds during the 2009/2010 fiscal year from the Office of Juvenile Justice and Delinquency Prevention.

**Explanation for Recommended Board Action:** This funding will provide for a pool of professionals capable of assessing youth and family problems requiring intervention and provide for a wide variety of intervention services based on prevention issues.

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

**Fiscal Impact:** \$43,047.80 state grant dollars. \$25,000 matching funds from the General Fund and \$18,047.80 matching funds from Administrative Assessment dollars.

**Explanation of Impact:** The grant dollars will be utilized to fund family advocates, therapists and psychologists.

**Funding Source:** State of Nevada Division of Child and Family Services.

**Alternatives:** Without these funds, direct services to at risk youth and their families will not be available.

**Supporting Material:** All the Jurisdictions in the State of Nevada are currently in the process of detention reform and the enhancement of community based programming. The goal is to substantially reduce the number of children who are placed out of the home or are committed to state and county facilities. This grant will accomplish this and will enable our judicial district to keep are youth in our community and give them the care they need while working with the family. It is much more cost effective and better benefits the child.

**Prepared By:** John Simms, Chief Juvenile Probation Officer

**Reviewed By:** \_\_\_\_\_ Date: 7/28/09  
(Department Head) \_\_\_\_\_  
\_\_\_\_\_ Date: 7/28/09  
(City Manager) \_\_\_\_\_  
\_\_\_\_\_ Date: 7/28/09  
(District Attorney) \_\_\_\_\_  
\_\_\_\_\_ 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**

**FERNANDO SERRANO**  
Deputy Administrator

**MICHAEL J. WILLDEN**  
Director  
Department of Health and Human Resources



**PAULINE SALLA**  
Juvenile Justice Programs Chief

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF CHILD AND FAMILY SERVICES  
NEVADA STATE JUVENILE JUSTICE PROGRAMS OFFICE**

**475 West Haskell- #7, Winnemucca, Nevada 89445**

**Telephone: (775) 623-6555 \* Fax: (775) 623-6559**

July 6, 2009

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

Dear Mr. Simms,

The Juvenile Justice Programs Office, Division of Child and Family Services has approved your State Fiscal Year (SFY) 10-11 Community Corrections Partnership Block Grant in the amount of \$43,047.80 per year for a total of \$86,095.60.

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 SFY 2010 Community Corrections Partnership Block Grant. Additionally, the fourth quarter and final reports for the SFY 09 grant must be submitted and approved by the Juvenile Justice Programs Office. Due dates for quarterly reports for SFY 2010 is as follows:

1<sup>st</sup> Quarter- October 15, 2009  
2<sup>nd</sup> Quarter- January 15, 2010  
3<sup>rd</sup> Quarter- April 15, 2010  
Final Report for 1<sup>st</sup> year of Contract- July 15, 2010

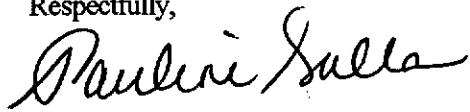
1<sup>st</sup> Quarter- October 15, 2010  
2<sup>nd</sup> Quarter- January 15, 2011  
3<sup>rd</sup> Quarter- April 15, 2011  
Final Report for 2<sup>nd</sup> year of Contract- July 15, 2011

The Juvenile Justice Programs Office is offering on-site technical assistance in data collections and performance measures in order to streamline the data collection and reporting process. Please contact me by July 30, 2007 to discuss and arrange a time to complete this technical assistance.

You will receive an original copy of your approved contract for your records once the Board of Examiners review and approve it.

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

Respectfully,



Pauline Salla

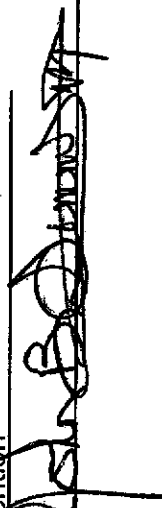
Juvenile Justice Specialist

Juvenile Justice Programs Office

CC: Fernando Serrano, Deputy Administrator, DCFS

Leon Franklin, Chair of Grant Review Committee, JJC

Nevada Juvenile Justice Commission Application  
Community Corrections Partnership Block Grant SFY 09-10  
Carson City Juvenile Probation Department

1. NAME OF AGENCY Carson City Juvenile Probation Department
- o ADDRESS 1545 E. Fifth Street, Carson City, NV 89701
- o PHONE (775) 887-2033
- o FAX (775) 887-2049
- o E-MAIL jsimms@ci.carson-city.nv.us
2. AGENCY DIRECTOR John Simms
3. GRANT DIRECTOR John Simms
4. FINANCIAL OFFICER Valerie Hill
5. LEGAL STATUS OF AGENCY: Governmental Agency \_\_\_\_\_  
Native American Tribe \_\_\_\_\_  
Juvenile Probation Department X \_\_\_\_\_  
Non Profit \_\_\_\_\_
6. FEDERAL Tax ID No. 88-6000189
7. Does Agency have Board of Directors? No If yes, attach list of names, affiliations and addresses as an Appendix.
8. TITLE OF PROPOSED PROJECT: Juvenile Assessment Team
9. Is this a NEW grant proposal? YES X No. \_\_\_ Previous funding period(s) and amount awarded
10. AMOUNT REQUESTED \$ 23,762.23
11. PROPOSAL CATEGORY Prevention/Intervention
12. Signature of Authorizing Official/Date  11/10/09

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**Item 13: Description of Applicant Agency**

The Carson City Juvenile Probation Department's (CCJPD) 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 organization currently supports seven, fulltime probation officers, and two administrative officers seeing an average of 2,700 juvenile cases within a year's time. See attached organizational chart (appendix B).

The CCJPD is active in the community, with the Chief Probation Officer serving on several local non-profit boards serving youth, and proactive staff involvement in the local prevention coalition's task forces.

This proposed project is just one in a continuum of graduated sanctions designed to provide prevention and intervention services to youth experiencing difficulties in social assimilation affecting school, family and community relationships, often resulting in substance abuse/mental health, and delinquency problems.

**Item 14: Problem Statement**

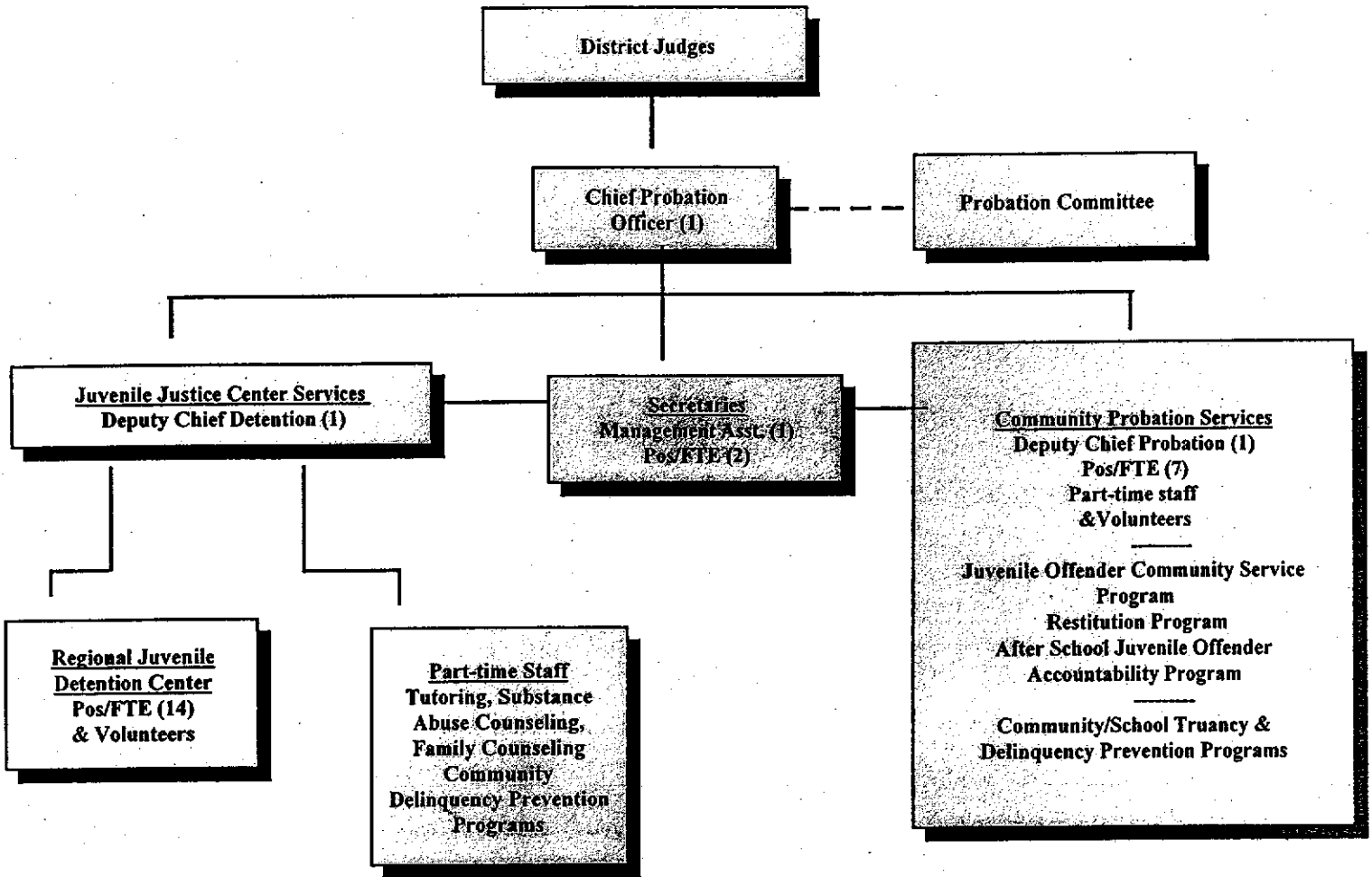
The primary purpose of this proposal is to offer an effective, early intervention approach for at risk youth and families in Carson City and Storey County. Under the leadership of Chief Probation Officer John Simms, the staff is researching a change in the cultural system of the organization from a "juvenile corrections" to "juvenile services" orientation, complimenting their mission statement. This change will require greater accessibility to individualized services addressing the needs of the juvenile and their families to create environmental change within the family system

The growing diversity of the area's population as show in the table below, creates new challenges for CCJPD:

WHITE	HISPANIC	BLACK	ASIAN	OTHER
64%	20%	2%	2%	12%

The most rapidly growing ethnic population is Hispanic. Additionally, this tends to be a very young population overall, thereby impacting CCJPD. The median age of the other ethnic groups within the table above is 40.2 years (Carson City "In Focus" 2009 Spring edition, Carson City Chamber of Commerce). Although it is difficult to obtain an exact calculation, the Carson Nevada Hispanic Services office estimates the median age of Hispanics to be closer to 25 years.

# Organizational Chart





Carson City Juvenile Probation

The complexity of circumstances effecting youth coming into CCJPD warrant the availability of early intervention services with the flexibility to address individual cases. Unfortunately, intervention many times occurs after youth are already entrenched in the system. The growing demand for services addressing cases that are more complex coupled with the Probation Department's inability to effectively intervene early continues to be a concern. Total referrals to the juvenile department have actually gone down. In 2007 referrals to the Carson City Juvenile Probation Department were 1762 compared to 1249 in 2008. However, cases are more complex due to an increase in cultural and language barriers, evidence of dual diagnoses, and what appear to be juveniles exhibiting signs of fetal drug and/or alcohol effect disorders. The following table summarizes a "Point in Time" count by the juvenile probation staff identifying the primary issue of youth on their caseloads in March, 2009:

PRIMARY ISSUE	SUBSTANCE ABUSE	CRIMINAL BEHAVIOR	SCHOOL TRUANCY	FAMILY RELATIONSHIPS	SOCIAL RELATIONSHIPS	GANG INVOLVEMENT
# JUVENILES	77	52	2	19	25	34
PERCENT	37%	25%	1%	9%	12%	16%

In the past, funds from CCPBG have been dedicated to paying for the services of one professional to provide early intervention and treatment. Unfortunately, this "one size fits all" is no longer appropriate to address the myriad of population, and "presenting problem" variables existing in the CCJPD juvenile justice system caseload. This application proposes an early intervention assessment team approach to ensure the individual circumstances of every youth and family are addressed appropriately, and effectively.

**Item 15: Proposed Project Overview**

Goal: The overall goal is to reduce the number of youth entering the juvenile justice system by providing comprehensive assessment, and individualized case management responses for juveniles with behavioral problems placing them at risk of future involvement in the criminal justice system.

Clients to be Served This proposal will serve at least 60 juveniles. Three basic populations will be served: 1. Pre-adjudicated juveniles to prevent compliance issues from becoming more serious offenses; 2. Adjudicated juveniles to prevent commitment to state facilities; and 3. Aftercare juveniles to prevent relapse and re-commitment. Youth already involved in the courts and those who are not are eligible for services proposed in this application. A court order will not be required.

Service Area: The service area includes Judicial District 1: Carson City and Storey County.

Carson City Juvenile Probation

Evidence-based program: A Family Assistance Support Team (FAST) provides individualized formats of therapeutic intervention to youth and their families utilizing an assessment and referral based intervention. Each member of the FAST assessment team signs a contract restricting the "per assessment" fee to a maximum of \$500.00. Once the referral is completed, the results are reviewed with the JPO and any other professional that may be needed as part of the case management services plan. For example, if a Hispanic youth is brought in for possible gang activity, and the JPO detects learning problems, he/she may request an Educational Psychologist for an assessment, and the Hispanic Family Advocate along with a school counselor may be involved in the case management plan development. Follow up services identified in the case management plan are paid for by existing city general funds allocated for this purpose.

"Assessment and Referral" is one of the six prevention/early intervention strategies endorsed by the Center for Substance Abuse Prevention. The JAT approach will allow for the maximum level of individualized response for juveniles presenting a need for more complex intervention.

Proposed Project Staff: The Juvenile Assessment Team will consist of a "pool" of professionals capable of assessing youth and family problems requiring intervention for the youth to be successful, and providing a wide variety of intervention services based on the presenting problem(s) identified in the assessment. At a minimum, the FAST will consist of a: Family Advocate, Hispanic Family Advocate, Licensed Marriage and Family Therapist, Clinical Psychologist, and School Psychologist under contract with CCJPD to provide assessment and intervention services. The initial assessment for each juvenile may or may not involve all members of the FAST, depending on the professional opinion of the Juvenile Probation Officer assigned to the case.

Collaboration: This program collaborates with many community agencies through the Probation Department, who may include staff representation in the JAT if a need is indicated. These agencies include the Ron Wood Resource Center, the Partnership Carson City, Circles of Support, Cooperative Extension, Carson City Hispanic Services, the Boys and Girls Club of Western Nevada, the Community Counseling Center, the Mental Health Coalition, Western Nevada Regional Youth Center and the Carson City School District.

**Item 16: Objective Sheet**

Objective 1: CCJPD will identify, and enter into Memorandum's of Understanding (MOU's) with different professionals as part of the Juvenile Assessment Team capable of assessing a wide variety of problems associated with the juvenile's troubling behavior, as evidenced by the signed MOUs within one month of the grant award.

Objective 2: At least 60 youth will receive assessments resulting in more focuses case management plans during the grant period.

Carson City Juvenile Probation

Objective 3: At least 55 of the youth and their families will successfully participate in the case management plan development process as indicated by the JPO case notes during the grant period.

Objective 4: At least 50 of the youth participating in the case management plan will successfully complete the goals of the plan according to JPO case notes within the grant period.

Objective 5: At least 45 of the youth will not receive subsequent referrals for juvenile court services as a result of delinquent acts within two years of completing their plan, or turning age 18.

It is anticipated that the strategies for this proposal will occur as follows once a grant award is received:

- o CCJPD will identify and enter into a contract that outlines the fee limit, but does not necessarily guarantee a number of assessments with each JAT "assessment provider".
- o During the initial interview process, if a Juvenile Probation Officer realizes the need for a more focused, in depth assessment to develop an effective case management plan, they may make a request through the Chief JPO for the most appropriate member of JAT to do the assessment.
- o The JAT assessment provider will complete the assessment within one week of request.
- o The JAT assessor will review the assessment outcome with the JPO.
- o The JPO will convene service providers recommended by the JAT assessor
- o The JPO will conduct a case management plan development meeting including the juvenile, parents, the JAT assessment provider, and recommended service providers.
- o The JPO will monitor the juveniles progress with the service providers in meeting case management plan goals.

**Item 17:**

**Evaluation**

CCJPD has the capability of collecting the information and data required in this program:

- o Number of youth at risk of placement in state correctional care but placement was diverted as a result of this project.
- o Number of youth successfully completing this program.
- o Youth with identified behavior changed in the following areas: Substance abuse, criminal behavior, school truancy, family relationships social relationships, and gang involvement.

Carson City Juvenile Probation collects data on the number of adjudicated and pre-adjudicated youth it serves. For the purpose of this program additional frequency data is collected on the number of youth and their family members receiving intervention services such as substance abuse treatment, school assistance, anger management, parenting skill development, etc. Additionally, the presenting problems identified through the assessments will be recorded and tracked.

Carson City Juvenile Probation

Annotated data also is collected and shared about the qualitative indices of individual case accomplishments and/or program completion.

Successful completion of case management plans will be recorded and must be corroborated by parental report as proof. Quantitative and qualitative data is used to determine the success of program effectiveness and the behavioral improvement of the served clients.

**Item 18:**

**Funding Continuation Plan**

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

The CCJPD also works closely with the local coalition, Partnership Carson City who tracks a number of funding services and assists with applications for public and private funding.

**Item 19:**

**Implementation Steps**

MONTH OF THE PROJECT

TASKS	1	2	3	4	5	6	7	8	9	10	11	12
Identify professional assessment participants for the JAT	X											
Complete MOUs with JAT participants	X											
In service staff in JAT procedure and responsibilities of JPOs	X	X										
Initiate referrals to JAT	X	X	X	X	X	X	X	X	X	X	X	X
JPOs track case management plans and service recommendation delivery	X	X	X	X	X	X	X	X	X	X	X	X
Chief JPO collects data required and identified in this application												X

**Attachment I: Community Collaboration**

The success of this program will depend upon a collaborative effort from the entire Carson City Juvenile Probation Department staff who are employees of the District Court. A citizen's committee, appointed by the District Judges, comprises the Probation Committee who meets quarterly. The primary purpose of this committee is to provide community input, and review and support all programs and procedures of the probation department. Additionally, the departments' budget and programs are continually reviewed by the Board of Supervisors. In an effort to prevent and control crime and delinquency within our community, the Carson City Juvenile Probation Department works in collaboration with many community agencies referring and providing a wide range of services for our youth. We will continue to work closely with the Ron Wood Resource Center, Cooperative Extension, Hispanic Services, the Boys and Girls Club of Western Nevada, Western Nevada Regional Youth Center, to name just a few. Probation staff actively participate on the boards of the Ron Wood Resource Center, the Community Counseling Center, Community Council on Youth and the Mental Health Coalition. We will continue to work alongside these organizations on a cooperative, not a competitive basis. In working together services for families and youth will continue to be reviewed, modified, and enhanced thus providing the utmost of support and care.

**Attachment II: Family Inclusion**

Critical to the success of this program will be the inclusion of the family in the case management plan. It is recognized that without family support and intervention behavioral change with adolescents will not occur. Often times, assisting the juvenile in correcting their behavior requires changes in the adults' behavior. Several of the service needs identified it is assumed will focus on the family, such as parenting skills classes, anger management, etc.

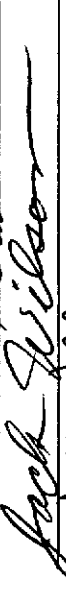
**Attachment III: Probation Committee Approval**

Members of the Carson City Juvenile Probation Committee have reviewed and approved of the 1<sup>st</sup> Judicial District Community Corrections Partnership Block Grant developed program and have signed below.

Paul Saucedo:



Jack Wilson:



Jetty Maddox:



Rick Redican:



Raquel Knecht:

NOT AVAILABLE

**Attachment IV:**

**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 Deputy Chief Probation 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
3. Fines
4. Home detention or house arrest
5. Drug testing
6. Life Skills
7. Alcohol and drug education
8. Prevention/Intervention Program
9. New Beginnings (girls group)
10. Out-patient counseling
11. After school counseling (group, family, individual)
12. Drug Court
13. Residential placement (mental health and/or alcohol & substance abuse, WNRYS)
14. Electronic monitoring
15. Informal and Formal Probation
16. Suspended commitment
17. Court ordered detention
18. Placement at CSYC, Aurora Pines, CYC, NYTC, Summit View Correctional Facility
19. 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.

20. Budget Summary

Category	Total Costs	Total Requested for CCPBG Funding	Total Requested from Other Funding Sources	Total Received from Other Funding Source
<b>I. Personnel Costs</b>				
a) Salaries and Wages				
b) Fringe Benefits				
c) Consultants Contract Services	\$23,762.00	\$23,762.00	\$26,238.00	\$26,238.00
<b>TOTAL</b>	<b>\$23,762.00</b>	<b>\$23,762.00</b>	<b>\$26,238.00</b>	<b>\$26,238.00</b>
<b>II. Non-Personnel Costs</b>				
a) Space Costs				
b) Rental, Lease or Purchase of Equipment				
c) Consumable Supplies				
d) Travel				
e) Telephone				
f) Other Costs (specify)				
<b>TOTAL</b>	<b>\$23,762.00</b>	<b>\$23,762.00</b>	<b>\$26,238.00</b>	<b>\$26,238.00</b>

**21. Budget Detail**

Project Juvenile Assessment Team

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. \$26,238 from which \$25,000 is from the General Fund and the remainder from Administrative Assessment

**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 \$ 0

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 \$ 0



Carson City Juvenile Probation  
**Contract Services**

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

NAME OF CONTRACTOR	AMOUNT REQUIRED THIS CALENDAR YEAR
Juvenile Assessment Team Members – Clinical Psychologist, Educational Psychologist, Hispanic Family Advocate, Family Advocate, Marriage and Family Therapist, etc.	\$23,762.00 = approximately \$350/per assessment x 68 assessments. (projection for 60 youth served, but some may need more than one assessment type, so eight additional assessments are built in)
	Family/individual counseling and crisis intervention needs will vary by family, not to exceed \$26,238.
	Outsourcing to other community agencies may be necessary.

**TOTAL CONTRACT SERVICES \$ 50,000.00**

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

The JAT assessment providers will work within an average assessment range of \$200 - \$500, with calculation above figured at an average of \$350.00. Team members will commit to completing a comprehensive assessment within their area of expertise, share the results with the JPO, and work with a team of indicated service providers to develop a case management plan for the juvenile and their family. From that point forward, it is the service provider (s) paid from other city funds who will manage the case along with the JPO.

The budget allows for 68 assessments, for 60 youth and their families. No set amount of assessments is guaranteed to any one JAT provider, as they will be called upon when their area of expertise is required.

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.

**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.

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**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0809-????**

**CONTRACT No. 0809-**  
**titled**

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 hereinafter referred to as the "**CONTRACTOR**".

**1     CONTRACT TERM:**

1.1    This Contract shall be effective from \_\_\_\_\_ to ,  
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:

2.1.2    Notice to **CITY** shall be addressed to:

Carson City Purchasing & Contracts  
Sandy Scott, Purchasing & Contracts Management Assistant  
201 North Carson Street Suite 11  
Carson City, NV 89701  
775-887-2133 extension 30137 / FAX 775-887-2107  
[SScott@ci.carson-city.nv.us](mailto:SScott@ci.carson-city.nv.us)

For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

**3     SCOPE OF WORK:**

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0809-????**

3.1 **CONTRACTOR** shall provide and perform the following services set forth in **???? Exhibit A** attached hereto and incorporated herein by reference 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**.

3.6 Before 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 **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

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0809-????**

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 time & materials and the attached fee schedule for a not to exceed maximum amount of ???? (\$????).**

or

**????based upon a not to exceed maximum lump sum amount of ????.**

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, 2009 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 after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to

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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.

**6.3   Time to Correct:**

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

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

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**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 the condition.



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**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 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

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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.

**13 COMMERCIAL GENERAL LIABILITY INSURANCE:**

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13.1 Minimum Limits required:

13.1.1 Two Million Dollars (\$2,000,000.00) - General Aggregate

13.1.2 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate

13.1.3 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 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

14.1 Minimum Limit required:

14.1.1 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

14.2 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

15 **PROFESSIONAL LIABILITY INSURANCE:**

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

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

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

15.4 A certified copy of this policy may be required.

16 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

16.1 **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.

16.2 **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

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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.

**17    BUSINESS LICENSE:**

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

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

**18    COMPLIANCE WITH LEGAL OBLIGATIONS:**

18.1    **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.

**19    WAIVER OF BREACH:**

19.1    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.

**20    SEVERABILITY:**

20.1    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.

**21    ASSIGNMENT/DELEGATION:**

21.1    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

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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.

**22 CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

22.1 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 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.

22.2 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.

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

**23 PUBLIC RECORDS:**

23.1 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.

**24 CONFIDENTIALITY:**

24.1 **CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is

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confidential by law or otherwise required by this Contract.

**25 FEDERAL FUNDING:**

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

**25.1.1** **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, 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.

**25.1.2** **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.

**25.1.3** **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).

????these four (4) sections must be included in all CAMPO and RTC – Transportation / Transit Contracts

**25.2** Nondiscrimination Assurance - Each federally funded contract the CAMPO and/or RTC signs with a **CONTRACTOR**, and each subcontract the prime **CONTRACTOR** signs with a subcontractor, will include the following statement:

**25.2.1** **CONTRACTOR**, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. **CONTRACTOR** shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by **CONTRACTOR** to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CAMPO and/or RTC deems appropriate.

**25.3** Prompt Payment Policy and Provisions - Each federally funded contract the CAMPO and/or RTC signs with a **CONTRACTOR** will include the following provision:

**25.3.1** The prime **CONTRACTOR** must pay subcontractors for satisfactory performance of their contracts no later than thirty (30) calendar days from the receipt of payment made to the

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prime **CONTRACTOR** by the CAMPO and/or RTC. Prompt return of retainage payments from the prime **CONTRACTOR** to the subcontractor will be made within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with the CAMPO and/or RTC's prior written approval. If the prime **CONTRACTOR** determines the work of the subcontractor to be unsatisfactory, it must notify the CAMPO and/or RTC's project manager and DBE Liaison Officer immediately in writing and state the reasons. Failure by the prime **CONTRACTOR** to comply with this requirement will be construed to be a breach of contract and may be subject to sanctions as specified in this Contract or any other options listed in 49 CFR Section 26.29.????

**26    LOBBYING:**

26.1    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:

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

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

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

**27    GENERAL WARRANTY:**

27.1    **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.

**28    PROPER AUTHORITY:**

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

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**29    ARBITRATION:**

29.1 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.

**30    GOVERNING LAW; JURISDICTION:**

30.1 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.

**31    ENTIRE CONTRACT AND MODIFICATION:**

31.1 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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**32    ACKNOWLEDGMENT AND EXECUTION:**

32.1 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: Sandy Scott, Purchasing &  
Contracts Management Assistant  
201 North Carson Street Suite 11  
Carson City, Nevada 89701  
Telephone: 775-887-2133 ext. 30137  
Fax: 775-887-2107  
SScott@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: \_\_\_\_\_  
          **SANDY SCOTT**

By: \_\_\_\_\_  
          Deputy District Attorney

DATED \_\_\_\_\_.

DATED \_\_\_\_\_.

**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:**

Carson City, NV 8970  
Telephone: 775-887- Ext.  
Fax: 775-887-  
@ci.carson-city.nv.us

By: \_\_\_\_\_

DATED \_\_\_\_\_

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

**CONTRACTOR**

**BY:**

**TITLE:**

**FIRM:**

**CARSON CITY BUSINESS LICENSE #:** \_\_\_\_\_

**Address:**

**City: State: Zip Code:**

**Telephone: / Fax #:**

**E-mail Address:**

\_\_\_\_\_  
(Signature of **CONTRACTOR**)

**DATED** \_\_\_\_\_

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0809-????**

**SAMPLE INVOICE**

Invoice Number: \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_  
 Invoice Period: \_\_\_\_\_

Carson City Contract Number: 0809-  
 Carson City Contract Name:

Vendor Number: \_\_\_\_\_

Invoice shall be submitted to:

????Carson City Public Works  
 Attn: Karen White  
 3505 Butti Way  
 Carson City NV 89701

????Use this section if CONTRACT SUM was based on time & materials.

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
<b>Total for this invoice</b>				

????Use this section if CONTRACT SUM was based on a lump sum.

Line Item #	Description	Value	% Completed	Total \$\$

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0809-????**

<b>Total for this invoice</b>				

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:**

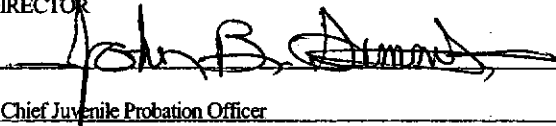
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

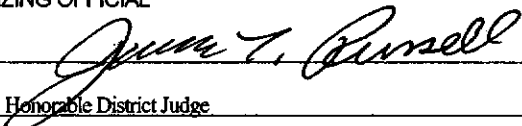
The undersigned agrees to fully comply with all the provisions established in the Request for Proposal of the Division of Child and Family Services for the acceptance of the Grant.

GRANT DIRECTOR

Name  Date 4-6-09

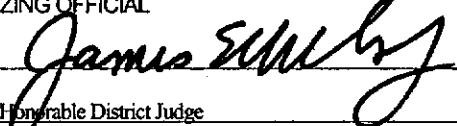
Title Chief Juvenile Probation Officer

AUTHORIZING OFFICIAL

Name  Date 4/9/09


Title Honorable District Judge

AUTHORIZING OFFICIAL

Name  Date 4/9/09

Title Honorable District Judge

AUTHORIZING OFFICIAL

Name  Date 4/10/09

Title Mayor - Carson City

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-

(1) Abide by the terms of the Statement 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 purposed 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 406177.

Check  if the State has elected to complete OJP form 406177.

**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 Probation 1545 E. Fifth Street, Carson City, NV 89701

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

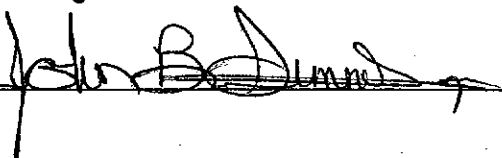
Juvenile Assessment Team

4. Typed Name and Title of Authorized Representative

John B. Simms Chief Juvenile Probation Officer

5. Signature

6. Date



4-6-09

## 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 of 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.

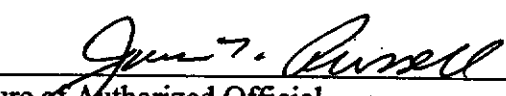
CERTIFICATION

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 of Authorized Official 4-6-09 Date


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

Telephone Number: (775) 887-2033

 Signature of Authorized Official 4/9/09 Date

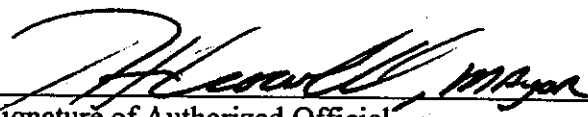
Address: 885 E. Musser Street, Suite 3061  
Carson City, Nevada 89701

Telephone Number: (775) 882-1996

 Signature of Authorized Official 4/9/09 Date

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

Telephone Number: (775) 882-1619

 Signature of Authorized Official 4/10/09 Date

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

Telephone Number: (775) 887-2101