RESOLUTION TO GRANT
2010 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS TO
PROJECT REAL
FOR THE PLAY BY THE RULES PROGRAM

WHEREAS, Clark County, Nevada, ("the County"), has entered into a grant agreement
with the U.S. Department of Justice, Bureau of Justice Assistance, for administration and
allocation of the Edward Byrne Memorial Justice Assistance Grant (JAG) funds; and

WHEREAS, pursuant to the above described grant agreement, Clark County (the
"County") is responsible for the administration, implementation, planning, and evaluation of
Fiscal Years 2010-2013 JAG Local Solicitation as the Fiscal Agent for all the participating
municipalities, which are receiving funding from the County as subrecipients; and

WHEREAS, the objectives of the activities, which are funded by the JAG Program, are to
support all components of the criminal justice system such as: multi-jurisdictional drug and gang
task forces, crime prevention and domestic violence programs, courts, corrections, treatment, and
justice information sharing initiatives; and

WHEREAS, Project REAL, ("Subrecipient") is a private organization, not for profit, located at 310 South 4th Street, Las Vegas, Nevada 89101, which will provide assistance to
preserve and create jobs, promote economic recovery, reduce crime, and improve public safety
through its Play By The Rules Program (the "Program"); and

WHEREAS, Subrecipient is a nonprofit organization created for religious, charitable or
educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, under NRS 244.1505 the Board of County Commissioners may expend
money for any purpose which will provide a substantial benefit to the inhabitants of the County
or grant money to a private organization, not for profit, to be expended for the selected purpose;
and

WHEREAS, the Program has been certified by the County as having met the primary
objective of the Plan which certification authorizes the State of Nevada DMV & PS Services
Division Office of Criminal Justice Assistance to provide units of local government with funds to
underwrite programs to reduce crime and improve safety; and

WHEREAS, the Subrecipient has requested financial assistance from the County to assist
with the cost of the Program; and

WHEREAS, the Board of County Commissioners hereby determines that the purpose for
which the funds will be used by Subrecipient will provide a substantial benefit to the inhabitants
of the County; and

WHEREAS, the Subrecipient will provide projects and programs to assist in the efforts to
provide students of all ages with the opportunities to interact with legal professionals and provide
experience in the State and Federal judicial systems in accordance with Exhibit "B", "Scope of
Work", attached hereto and incorporated herein as if fully set forth.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clark
County, Nevada, that JAG funds be granted to Project REAL for the Play By The Rules
Program, subject to the following conditions and limitations.
I. Scope of Services

A. The County will provide NINETY THOUSAND NINE HUNDRED FIFTY SIX AND NO/100TH DOLLARS ($90,956) in Federal Fiscal Year 2010/2013 JAG funds to Project REAL to assist with the Play By The Rules Program as reflected in Exhibit “A”, attached hereto and incorporated herein as if fully set forth.

B. The Subrecipient will review its activity in advance with Community Resources Management Division (CRMD) of Clark County and will conform its activities to any practices necessary to assure continuing eligibility for JAG funds.

C. In the event the County desires to increase the amounts set forth in Section I.A. and Exhibit “A”, the County, in their discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amount occurs, such new amounts shall be governed by all terms and conditions of this Resolution as if such amounts were originally included in Section I.A. and in Exhibit “A”.

II. County General Conditions

A. Subrecipient has requested the financial support of the County that is provided for in this Resolution in order to enable the Subrecipient to provide community services. The County shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, the Subrecipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Subrecipient as an agent of the County. The Board of County Commissioners has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices or records may be construed as appointing Subrecipient an agent to the County.

B. Subrecipient shall obtain any and all federal, state, and local permits and licenses required to execute the Program as described in this Resolution's Scope of Work, attached as Exhibit “B”.

C. Subrecipient may not assign or delegate any of its rights, interests or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. (1) Subrecipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with limits as follows:

Bodily Injuries: $500,000 each person;
$500,000 each occurrence;

Property Damage: $500,000 each person;
$500,000 each occurrence; and

(2) Subrecipient shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Program.

(3) The County must be named as an additional insured in all policies of insurance obtained pursuant to this Resolution.

(4) The County must be furnished evidence that the foregoing insurance coverages are in effect within ten days after adoption of this Resolution, and notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective.

E. Subrecipient shall allow duly authorized representatives of the County to conduct such occasional reviews, audits and on-site monitoring of the facility as the County deems to be appropriate in order to determine:

(1) Whether the objectives of the facility are being achieved;

(2) Whether the facility is being conducted in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the facility;

(4) Whether the financial operations of the facility are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the facility are conducted in compliance with the provisions of Federal laws and regulations and this Resolution.

Visits by the County, which falls under the jurisdiction of this Resolution, shall be announced to the Subrecipient in advance of those visits and shall occur during normal
operating hours. The representatives of the County may request, and, if such a request is made, shall be granted, access to all of the records of the Subrecipient which relate to the Program. The representatives of the County may, on occasion, interview recipients of the services of the facility who volunteer to be interviewed.

F. At any time during normal business hours, Subrecipient's records with respect to the Program shall be made available for audit, examination and review by the City, County, contracted independent auditors, BJA, the Comptroller General of the United States, or any combination thereof.

G. Subrecipient will protect, defend, indemnify, and save harmless the City and the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Resolution. Subrecipient’s obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all attorneys' fees incurred by the County in the defense or handling of said suits, demands, judgments, liens and claims and all attorneys' fees and investigation expenses incurred by the City and the County in enforcing or obtaining compliance with the provisions of this Resolution. In the event that the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Subrecipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Subrecipient.

H. Subrecipient will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also to agree to notify the County of any legal action which is filed by or against it.

I. This Resolution will commence upon its approval and signature by all parties and it shall be completed by September 30, 2013. A two month extension of the September 30, 2013 deadline may be authorized by the Manager of the County’s Community Resources Management if additional time is necessary to complete the program and the extension will not jeopardize any other activity program or funding source of the City and the County.

J. No officer, agent, consultant, or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

K. No officer, agent, consultant, or employee of the Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.
L. No officer, agent, consultant, or employee of the Subrecipient may participate as an agent of the Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has a financial interest.

M. No officer, agent, consultant, or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

N. Subrecipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any County ordinance or State or Federal statute.

O. Subrecipient shall be bound by all County ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire Edward Byrne Memorial Justice Assistance Grant Program or are required by BJA, the County, or any combination thereof.

P. Subrecipient will provide monthly status reports on the progress of the program and/or program accomplishment.

Q. To the extent permitted by law, Subrecipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

(1) Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of BJA with respect thereto, including 24 CFR, Parts 1 and 2.


(3) Title IX of the Education Amendments of 1972.

(4) The department of Justice Nondiscrimination Regulations 28 CRF Part 42, Sub-parts C, D, E, and G.


(6) That audit requirements as specified in OMB Circular A-128, Audits of State and Local Governments, or OMB Circular A-110, Attachment F, will be followed.


(9) Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits the Subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. Subrecipient shall comply with federal laws and regulations applicable to federal assistance programs and with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II. Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information: Part 24, 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, Part 66 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and Part 70 Uniform Administrative Requirements for Grants and Agreements (Including Subawards) with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

C. No officer, employee or agent of the County shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the Program during the period of service of such officer, employee or agent, for one year thereafter.

D. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 Title 5, U.S. Code.

E. None of the JAG funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.
F. Subrecipient shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

G. Subrecipient shall maintain records in accordance with 24 CFR 570.502(b).

H. Any material breach of the terms of this section shall result in forfeiture of all JAG funds received by Subrecipient pursuant to this Resolution, or any part thereof as determined by the County.

I. Upon the expiration or revocation of this Resolution, Subrecipient shall transfer to the County any JAG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of JAG funds.

IV. Financial Management

A. Subrecipient shall agree to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-87 "Cost principles for State, Local and Indian tribal Governments"; and Circular A-102, entitled "Grants and Cooperative Agreements with State and Local Governments"; and "Grants Management Common Rule (GMCR)" (formerly included in A-102).

B. Subrecipient shall comply with OMB Circular No. A-128 entitled "Audits of States and Local Governments" to meet the audit requirements of this Circular, as applicable.

C. Subrecipient shall agree that all costs of the Program shall be recorded by budget line items and be supported by cancelled checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all cancelled checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Program shall be thoroughly identified and readily accessible to the County.

D. Subrecipient shall agree that excerpts or transcripts of all cancelled checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Program will be provided upon request to the County.

E. In the event that the City and the County finds that the total amount of its JAG funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other programs under its JAG Program.

F. The County, through the JAG funds received by it from BJA, will reimburse the Subrecipient, as applicable, for all eligible costs of the Program up to a total amount of funds. Expenditures will be reviewed for consistency with the approved
budget and scope of work as well as Federal Management Circular 74-4. Approved invoices will be paid in a timely manner.

G. Reimbursement to Subrecipient, as applicable, is contingent upon receipt by the County of its Federal Fiscal Year 2010 JAG grant funds. The County shall bear no liability to fund or provide payment for Subrecipient's expenditures under the jurisdiction of this Resolution in the event no JAG funds are received during Federal Fiscal Year 2010 and shall only be liable for payment to the extent JAG funds are received.

H. Subrecipient shall agree to provide evidence of financial accountability. A copy of your organization's most recent single audit report (OMB Circular A-133) or a letter stating that you expended less than $500,000 of Federal funds during that reporting period. A copy of the single agencies audit or the letter should be addressed to Emma Garcia, Grants Coordinator, Clark County Community Resources Management Division, 500 South Grand Central Parkway, P.O. Box 551212, Las Vegas, Nevada 89155-1212.

V. Audit Requirements

This Resolution is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-21 "Cost Principles for Educational Institutions", and it’s relevant Exhibits A-C and Appendix A and 2 CFR Part 215, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations” (formerly OMB Circular A-110). These requirements are subject to the exceptions in 20 CFR Part 667.

This Resolution is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who receive $500,000 in federal funds aggregate, conduct an A-133 audit. In order to ensure Program compliance to the greatest extent feasible, the Community Resources Management Division has established a policy, effective July 1, 1997, which requires a Subrecipient receiving annual federal funding of $50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient must submit the audited financial statement no later than six (6) months after the conclusion of the second program year of federal funding.

All Subrecipients who fall under the requirements of OMB A-133 Auditing rules must submit a full and complete copy of such audits to the Community Resources Management Division. It is the responsibility of the Subrecipient to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Subrecipient as non-compliant. This means that no funds may be drawn until the County has received and reviewed the copy of the audit.

Subrecipient shall provide to CRMD the following audit requirement during the JAG application process:

A. Copy of current non-profit status, a registered with the Internal Revenue Service (IRS).
B. List of Subrecipients current Board of Directors.

C. Current Corporate Charter showing status-in-good-standing with the Nevada Secretary of State.

VI. Modification or Revocation of Resolution.

A. The parties hereto are required to amend or otherwise revise this Resolution should such modification be required by BJA or any applicable Federal statutes or regulations.

B. The County shall not be obligated to pay any monies for the Program in the event that any of the JAG funds provided for in Exhibit “A” are terminated or withheld from the County or otherwise not forthcoming and in such event the County may modify or revoke this Resolution. Nothing in this Resolution shall prohibit the County, at its discretion, from providing a portion of the Funds to Subrecipient in the event that the County receives only a portion of the Funds expected to be received by the County from BJA in the amounts described at Exhibit “A”.

C. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Resolution or if Subrecipient violates any of the conditions or limitations of this Resolution, the County may suspend or terminate this Resolution and the provision of the Funds in accordance with 24 CFR 85.43.

D. The County may revoke this Resolution for its convenience at any time in accordance with 24 CFR 85.44.
PASSED, ADOPTED and APPROVED this __1st__ day of __March__, 2011.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: ______________________________

SUSAN BRAGER, CHAIR

ATTEST:

DIANA ALBA, COUNTY CLERK

DAVID ROGER, DISTRICT ATTORNEY
APPROVED AS TO FORM:

By: _____________________________

STEVEN SWEIKERT
Deputy District Attorney
EXHIBIT “A”

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

PROJECT REAL
PLAY BY THE RULES PROGRAM

Fiscal Year 2010/2013 Edward Byrne Memorial Justice Assistance Grant Funds, not to exceed $90,956.

Administration:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Salaries and Fringes</td>
<td>$24,750.00</td>
</tr>
<tr>
<td>Supplies</td>
<td>$3,206.00</td>
</tr>
<tr>
<td>Consultants/Contracts</td>
<td>$63,000.00</td>
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</tbody>
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**Total Grant Amount**  
$90,956.00
EXHIBIT "B"

PROJECT REAL
PLAY BY THE RULES

SCOPE OF WORK

Program Year 2010/2013

1. Clark County will provide NINETY THOUSAND NINE HUNDRED AND FIFTY SIX AND NO/100TH DOLLARS ($90,956) in Fiscal Year 2010/2013 Edward Byrne Memorial Justice Assistance Grant funds (the "Funds") for the Play By The Rules Program to provide salaries and benefits to the Program Manager, conduct trainings for 50 additional law enforcement officers/teachers, print 19,800 English version Play by the Rules books, translate books from English to Spanish, and license the Spanish version of the book.

2. Subrecipient will utilize books to educate impressionable middle school children involved in the juvenile justice system. The students will: comprehend and internalize the consequences of illegal activities, via the use of these books; have a clear understanding of the values and principles upon which our legal system is based; apply laws of their daily lives; and have the tools and personal contacts they need to prevent crimes and build safer communities.

3. Subrecipient will provide notice to Clark County Community Resources Management Division of any program changes for which Fiscal Year 2010/2013 Edward Byrne Memorial Justice Assistance Grant funds are allocated under the provisions of this Resolution.

4. To receive reimbursement for program activities, Subrecipient will provide to Clark County employee timesheets to reflect the number of hours worked per week for this program using Justice Assistance Grant funds.

5. Subrecipient will provide a monthly and quarterly progress report of the cases involving the number of students who have participated and enrolled in the program.

6. Sub-subrecipent will provide monthly activities of the program services, and an analysis of the program internal evaluation system.
ACCEPTANCE OF GRANT AND AGREEMENT TO COMPLY WITH GRANT CONDITIONS

I, ________________, Executive Director of Project REAL, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to grant 2010 Edward Byrne Memorial Justice Assistance Grant Funds to Project REAL for the Play By The Rules Program adopted by the Board of County Commissioners of Clark County, Nevada, on the __________ day of ______________, 2010 a copy of which is attached hereto and incorporated herein.

EXECUTED this __________ day of ______________, 2011.

PROJECT REAL

BY ________________

I, ________________, certify that I am the Secretary of the Board of Project REAL, a Nevada non-profit corporation, that ________________, who signed the above Acceptance of Grant and Agreement to Comply With Grant Conditions, was then the Executive Director and was acting pursuant to authority delegated by the Board of Directors of Project REAL, and that acceptance of the grant was made and agreement to comply with conditions imposed upon that grant contained in the Resolution to Grant 2010 Edward Byrne Memorial Justice Assistance Grant Funds to Project REAL for the Play By The Rules Program adopted by the Board of County Commissioners of Clark County, Nevada, on the __________ day of ______________, 2010, a copy of which is attached hereto and incorporated herein, is within the powers of that corporation.

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on ______________ by ______________ as Secretary of the Board of Project REAL.

(Signature of Notarial Officer)

(Signature of Notarial Officer)

My Commission expires: ______________