RESOLUTION TO GRANT FUNDS TO NEVADA PARTNERS, INC. FOR NEW PATHWAYS YOUTH PROGRAMMING

WHEREAS, NEVADA PARTNERS, INC. ("Recipient") located at 710 West Lake Mead Boulevard, North Las Vegas, Nevada 89030, proposes to provide a diversion program for adjudicated youth and youth at-risk for out-of-home placement through its NEW PATHWAYS Program (the “Program”); and

WHEREAS, pursuant to 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, Recipient has requested financial assistance from the County to assist with the cost of operations for the Program, administered primarily at 710 West Lake Mead Boulevard, North Las Vegas, Nevada 89030; and

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

WHEREAS, the Board of County Commissioners hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit “A”, “Expenditures Eligible for Reimbursement”, attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clark County, Nevada, that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope Of Services

A. The County will provide TWO HUNDRED EIGHTY THOUSAND AND NO/100TH DOLLARS ($280,000) in Fiscal Year 2008/2009 County Outside Agency Grant funds (the “Funds”) to Recipient to assist with the cost of staff, operations, scholarships and incentives/rewards for successful youth in the Program, during the period from July 1, 2008 through June 30, 2009 as outlined in Exhibit “A”, “Expenditures Eligible for Reimbursement”.

B. If the Program is for the purchase of real estate or construction thereon, unless otherwise provided herein, or by law, the County may elect to either grant the
Funds to Recipient, through reimbursement, or expend the Funds on its behalf. If the County elects to expend the Funds on behalf of Recipient, it shall bid or negotiate as required by law to ensure the purchase, providing for such expenses as are necessary for the purchase and shall enter into contracts with a seller of property, a general contractor and an architect when necessary in order to cause work in accordance with plans and specifications that have been approved by the County and Recipient. The Manager of the Community Resources Management Division, with assistance of such other County agencies as are appropriate, is hereby delegated the discretion to expend the Funds, or reimburse Recipient, subject to the limitation that such exercise of discretion shall: be directed at maximizing the substantial benefit to the inhabitants of the County; be consistent with the law and regulations addressed herein; and not jeopardize any activity project, or funding source of the County.

C. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

D. Recipient will provide Program reports to the Community Resources Management Division of the County ("CRMD") on a quarterly basis during the fiscal year beginning July 1, 2008, and ending June 30, 2009. These reports will contain, but are not limited to, the information contained in Exhibit "C" Quarterly Progress Report to Clark County, including any narrative report to delineate the benefit realized by the County for Program support.

II. General Conditions

A. In accordance with Clark County policy Fiscal Year 2008-2009, Services Initiatives, Recipient shall give priority attention to referrals for service for County-identified clients if described in Exhibit "B".

B. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

C. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. 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, Recipient shall be an independent contractor only.
Nothing in this Resolution is intended to appoint Recipient 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 Recipient an agent of the County.

E. Recipient 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.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

   Bodily Injuries: $1,000,000 each person; $1,000,000 each occurrence;
   Property Damage: $1,000,000 each person; $1,000,000 each occurrence; and

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

(3) Recipient shall furnish to the County a copy of each policy for the aforementioned insurance coverages within ten days after adoption of this Resolution and shall 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. The County shall be named as an additional insured party in all policies of insurance obtained pursuant to this Resolution. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

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

(2) Whether the Program is being operated in an efficient and effective manner;

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

(4) Whether the financial operations of the Program 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 Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

H. Recipient shall protect, defend, indemnify, and save harmless 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 undertaking pursuant to this Resolution. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by 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 Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient 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, costs, loss of services, expenses, or compensation for or on account of any damage, 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.

K. No officer, agent, consultant, or employee of Recipient 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.
L. No officer, agent, consultant, or employee of Recipient 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.

M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

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

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. 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 prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

a. Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this resolution;

b. If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services; and

c. Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
III. Financial Management

A. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

B. Copies, excerpts, or transcripts of all of the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

C. The County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. Invoices containing receipts and cancelled checks will be submitted by Recipient on a monthly basis. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution.

D. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

E. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

F. In the event that the County finds that the total amount of the 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 projects and programs under the County's jurisdiction.

G. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by June 30, 2009. A six month extension of the June 30, 2009, deadline may be authorized by the Manager of CRMD if additional time is
necessary to complete the Program and the extension of time will not jeopardize any other activity, project or funding source of the County.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from 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. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

PASSED, ADOPTED, and APPROVED this _______ day of __________________, 2008.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY,

By__________________________
RORY REID, CHAIRMAN

ATTEST:

SHIRLEY B. PARRAGUIRRE, COUNTY CLERK

APPROVED AS TO COMPLIANCE
WITH NEVADA LAW:

DAVID ROGER,
DISTRICT ATTORNEY

By: ____________________________
   Deputy District Attorney
EXHIBIT "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

NEVADA PARTNERS, INC.

FOR NEW PATHWAYS YOUTH PROGRAMMING

Fiscal Year 2008/2009 County Outside Agency Grant Funds

The following items may be paid with the Clark County General Funds, not to exceed $280,000:

### Program Operations Costs

- Salaries & Fringe Benefits (related to Operations) $82,600
  - Approx. 9% of Administrative Salaries (CFO, VP, Executive Assistant)
  - Approx. 9% of Accounting and Human Resources Staff
  - Approx. 9% of IT and Facility/Security Staff
  - Approx. 37% of Deputy Director
  - Approx. 30% of Site Supervisor
  - Approx. 10% of Deputy Director Grants Management

- Supplies & Postage $874
- Professional Services (Instructor) $22,500
- Travel (local and out-of-state) $1,034
- Other: Cell Phone $900

### Direct Assistance on Behalf of Participants

- Salaries & Fringe Benefits (related to Direct Services) $71,650
  - Approx. 50% of 2 FTE Case Managers
  - Approx. 25% of Program Coord. and Job Developer

- Food / Meals $3,750
- Awards / Recognition / Incentives $6,000
- Employment Support (work cards, clothes, etc.) $40,344
- Education Scholarships / Expenses $10,000
- Child Care Expenses $9,000
- Transportation Assistance $3,600
- Other: Gym Memberships $2,880

### Indirect/Administrative Costs

$24,868

### TOTAL

$280,000
EXHIBIT "B"

NEVADA PARTNERS, INC.

NEW PATHWAYS YOUTH PROGRAMMING

SCOPE OF SERVICES

Program Year 2008/2009

1. Clark County will provide TWO HUNDRED EIGHTY THOUSAND AND NO/100TH DOLLARS ($280,000) in Fiscal Year 2008/2009 County Outside Agency Grant funds (the “Funds”) to NEVADA PARTNERS, INC. ("Recipient") to assist with the cost of program services provided through the NEW PATHWAYS Program (the “Program”).

2. During the fiscal year ending June 30, 2009, Recipient will assist approximately 60 youth to develop strong pro-social behavior, address the psychological and social challenges that result in delinquency, and afford them opportunities to pay restitution and to remediate academic deficiencies. County funds will support two case managers who will provide weekly intensive case management to program participants and a job development staff who will coordinate and monitor community service projects for participants as well as coordinate six-week internships for participants.

3. Specifically, the objectives of the Program in this fiscal year will be to:
   - Provide intensive case management, to include periodic home and school visits, weekly to approximately 60 adjudicated youth and/or youth at-risk for out-of-home placement;
   - Coordinate participants’ involvement in community service projects designed to aid youth in understanding and internalizing the deleterious effects of youth’s offenses and their impact on the community;
   - Facilitate work experiences to aid youth in identifying and maintaining gainful employment, while developing a meaningful career path;
   - Offer youth-centered programming during the hours of 4:00 p.m. and 8:00 p.m. and/or weekends to ensure positive youth engagement and to thwart recidivism;
   - Provide tutoring, GED and high school proficiency exam preparation or alternative education programming daily, so that 50% of participants will demonstrate improved grades, improved school attendance and/or achieve a High School Diploma and/or General Equivalency Diploma;
   - Coordinate a 12-week leadership and character development course to support the development of pro-social skills, particularly coping, problem
solving, decision making, and goal setting, with at least 50% of participants completing the 12-week course;

- Provide such supportive services as are necessary to ensure barriers to full participation are removed, to include transportation vouchers, work supports, educational fees, etc.;

- Facilitate free mental health counseling, particularly anger management training, stress management training, and substance abuse counseling; and

- Upon completion of program, 75% of youth participating in 3 or more of Nevada Partners' services will report increased sense of self-efficacy and self-esteem, as measured in pre- and post-test surveys.

4. Recipient will give priority consideration in selection of program participants to referrals for service made by a County Department as part of the individual's or family's case plan by Department of Juvenile Justice Services and/or Department of Family Services.

5. Recipient will provide to Clark County written notice of any program changes during the fiscal year for which County funds are allocated under the provisions of this Resolution.
**EXHIBIT "C"**

**QUARTERLY PROGRESS REPORT TO CLARK COUNTY**

Quarter: __________ Year: ______

**Agency:** NEVADA PARTNERS, INC.

**Program:** New Pathways Youth Programming

**PROGRESS TOWARDS ACHIEVING OBJECTIVES:**

<table>
<thead>
<tr>
<th>OBJECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of unduplicated clients served by the project</td>
</tr>
<tr>
<td># clients engaged in case management</td>
</tr>
<tr>
<td># case management sessions</td>
</tr>
<tr>
<td>Provide intensive case management, to include periodic home and school visits, weekly to approximately 60 adjudicated youth and/or youth at-risk for out-of-home placement;</td>
</tr>
<tr>
<td># Community Service Projects</td>
</tr>
<tr>
<td># Youth participating</td>
</tr>
<tr>
<td># Hours of community service</td>
</tr>
<tr>
<td>Facilitate work experiences to aid youth in identifying and maintaining gainful employment, while developing a meaningful career path;</td>
</tr>
<tr>
<td># hours of meaningful work experience</td>
</tr>
<tr>
<td># youth participating</td>
</tr>
<tr>
<td>Offer youth-centered programming during the hours of 4 p.m. and 8 p.m. and/or weekends to ensure positive youth engagement and to thwart recidivism;</td>
</tr>
<tr>
<td># days out-of-school programming offered</td>
</tr>
<tr>
<td>Average # youths participating each day</td>
</tr>
<tr>
<td>Provide tutoring, GED and high school proficiency exam preparation or alternative education programming daily, so that 50% of participants will demonstrate improved grades, improved school attendance and/or achieve a High School Diploma and/or General Equivalency Diploma;</td>
</tr>
<tr>
<td># youth participating in tutoring, GED or other educational assistance</td>
</tr>
<tr>
<td># demonstrating improved grades or attendance, per CCSD</td>
</tr>
<tr>
<td># achieving H.S. Diploma or GED</td>
</tr>
<tr>
<td>Coordinate a 12-week leadership and character development course to support the development of pro-social skills, particularly coping, problem solving, decision making, and goal setting, with at least 50% of participants completing the 12-week course;</td>
</tr>
<tr>
<td># Youth participating in leadership course</td>
</tr>
<tr>
<td>Of those, # referred by DJJS or DFS</td>
</tr>
<tr>
<td># Youth completing all 12 weeks (all referrals)</td>
</tr>
</tbody>
</table>
Provide such supportive services as are necessary to ensure barriers to full participation are removed, to include transportation vouchers, work supports, educational fees, etc.;

<table>
<thead>
<tr>
<th># of Clients/Youth Assisted With:</th>
</tr>
</thead>
<tbody>
<tr>
<td>____ Bus Passes</td>
</tr>
<tr>
<td>____ Education-Related Fees or Expenses</td>
</tr>
<tr>
<td>____ Work Cards (sheriff’s cards, health cards, State ID, etc.)</td>
</tr>
<tr>
<td>____ Work Clothes or Tools</td>
</tr>
<tr>
<td>____ # Days of Child Care issued to ____ # youth</td>
</tr>
<tr>
<td>____ Other Supportive Service</td>
</tr>
</tbody>
</table>

Facilitate free mental health counseling, particularly anger management training, stress management training, and substance abuse counseling; and

| ____ # Youth participating in mental health counseling |
| ____ # Youth participating in substance abuse counseling |
| ____ # Youth’s parents participating |

Upon completion of program, 75% of youth participating in 3 or more of Nevada Partners’ services will report increased sense of self-efficacy and self-esteem, as measured in pre- and post-test surveys.

| ____ # Youth participating in 3+ services |
| ____ # reporting increases in self-efficacy or self-esteem |

**NARRATIVE REPORT:** (please use additional pages as necessary)

Describe any problems and/or changes implemented during the operating year:

Describe any progress made to build collaborations or facilitate cooperation among and between agencies and persons serving this population:

Please list any Technical Assistance subject matters that would improve your agency’s or the community’s ability to better serve this target population:
ACCEPTANCE OF OAG GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Pamela Egan, as Chief Financial Officer of Nevada Partners, Inc., 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 County Funds to Nevada Partners, Inc., for the New
Pathways project, adopted by the Board of County Commissioners of Clark County, Nevada, on the

3rd day of March , 2009, a copy of which is attached hereto and

incorporated herein.

EXECUTED this 16th day of February , 2009.

NEVADA PARTNERS, INC.

By ____________________________
Chief Financial Officer

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on 3/10/09 by

______________________________
(Name of Person)

as Chief Financial Officer of

Nevada Partners, Inc.

My Commission expires: 3/21/2011

______________________________
NOTARY PUBLIC