

**GRANT AGREEMENT
BETWEEN
THE NEVADA ADMINISTRATIVE OFFICE OF THE COURTS
AND
Clark County Department of Family Services**

The Administrative Office of the Courts (AOC), and Clark County Department of Family Services, a local government agency (Grantee), enter into this Grant Agreement (Agreement) as follows:

WITNESSETH:

WHEREAS, AOC has established a funding source from monies received through the court improvement program (CIP) FY21 Supplemental Grants; and

WHEREAS, Grantee has provided AOC with an official letter of request dated 8/23/2021, consisting of 1 page as required by the Court Improvement Program (CIP), a copy of which is attached as **EXHIBIT A**; and

WHEREAS, the AOC has approved Grantee's request for funding to be used to assist with expediting achieving permanency through the adoption for children in Clark County foster care by hiring an outside consultant to address the backlog of dependency cases, created by the COVID-19 pandemic and its impact on court hearings; and

WHEREAS, the AOC has determined the project is within the parameters of CIP and its federal funding; and

WHEREAS, the parties agree that this Agreement is in the best interests of all parties;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

A. The AOC's Commitment

1. The AOC's Grant Administrator, or designee, shall be responsible for contract administration, including but not limited to review and approval of all reports required herein and responses to Grantee's inquiries.
2. The AOC's grant administrator, Shannon Gildea, may be contacted at the Administrative Office of the Courts, 201 South Carson Street, Suite 250, Carson City, Nevada 89701, (775) 687-9809.
3. The AOC hereby grants to Grantee, the total sum of fifty thousand DOLLARS (\$50,000.00). These funds shall be paid directly by the AOC to Grantee to be used for the purpose described in letter of request included as EXHIBIT A.
4. Grant funds shall be disbursed via electronic funds transfer (E.F.T.) within a reasonable time after this Agreement has been fully executed by all parties.

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B. Court Commitment

1. Grantee agrees that all funds received from AOC under this Agreement shall be used solely for the purpose described in the letter of request and scope of work.
2. Grantee's representative, Judy Tudor, may be contacted at Clark County Department of Family Services, 500 S. Grand Central Pkwy. 5th Floor, Las Vegas, NV 89155, (702) 455-7200.
3. Grantee agrees that all funds received shall be documented and accounted for under an accounting system that is in compliance with AOC's Minimum Accounting Standards. All such accounts and records shall be subject to inspection and audit by AOC or its authorized representative at any time upon reasonable advanced written notice.
4. Grantee shall safeguard the grant funds upon receipt to the best of its ability but in no instance less than the general standard of compliance for such an entity.
5. Grantee shall expend all grant funds by the end of the grant period and shall comply with all rules and regulations regarding the expenditure of funds and project completion, including timelines and reporting requirements established by the AOC. This includes timely, quarterly submissions of grant program status report forms as requested by the AOC.
6. Grantee acknowledges it is solely responsible for the management of the purpose/project for which grant funds are awarded. Grantee shall submit a comprehensive final narrative, final budget report, and relevant project receipts upon completion of the project, but no later than 30 days later than the expiration date as requested by the AOC.
7. Upon completion of the project if the project comes in under the projected budget, or this Agreement is terminated under clause C(6), the Grantee agrees to return any unused grant funds to the AOC. The amount of funds returned should be the same percentage as was provided for the whole project. Since 100 % funding was provided for the project, the same percentage of the savings shall be returned to the AOC to be applied to the budget.
8. Grantee agrees to acknowledge the Administrative Office of the Courts and the Nevada Supreme Court as a funding source on any and all publications prepared utilizing grant funds as described herein.

C. General Provisions

1. This Agreement expires on 9/30/2022.
2. The parties shall comply with all applicable local, state, and federal laws, in carrying out the obligations of this Agreement.
3. Grantee shall not assign, transfer, or delegate any rights, obligations, or duties under this Agreement without prior written consent of AOC.

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4. The parties agree that the sole remedy in any action hereunder is limited to actual damages which damages amount shall include attorney fees and costs, and which total damages award is limited to a maximum of the Agreement amount (\$50,000). Neither party shall be liable for any indirect, special, or consequential damages including any loss of income, loss of profit, or loss of revenue, regardless of whether AOC or Grantee has been advised of the possibility of such damages arising out of or in connection with this Agreement.
5. This Agreement shall be construed and interpreted according to the laws of the State of Nevada and the parties agree that jurisdiction and venue for any action hereunder shall be Carson City, Nevada, or the United States Federal District Court for the District of Northern Nevada.
6. This Agreement may be terminated by either party within thirty (30) days following execution, without cause and upon written notice by mail, email, or other method effecting actual notice. Termination of this Agreement shall be effective immediately on the day following the date of delivery of the termination notice regardless of holiday, weekend, or a non-working day. Upon the effective date of such termination, any and all rights and obligations of all parties hereto shall be deemed at an end and further services under this Agreement are canceled except as previously accrued or vested.
7. If any term or provision of this Agreement is found to be illegal or unenforceable, the remaining terms of this Agreement shall remain in full force and effect and the offending term or clause shall be deemed stricken.
8. This Agreement constitutes the entire contract between the parties and no previous or subsequent oral representations shall have effect. This Agreement may only be modified by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties, or their representatives, have caused this Agreement to be signed and intend to be legally bound thereby.

**ADMINISTRATIVE OFFICE OF THE COURTS
NEVADA SUPREME COURT**

By: _____

KATHERINE STOCKS

Director

Dated: 09/07/2021

CLARK COUNTY DEPARTMENT OF FAMILY SERVICES

By: _____

TIMOTHY BURCH

Administrator of Human Services

Dated: 7/1/2021

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