

**AMENDMENT NO. 2 TO THE AGREEMENT
FOR THE OPERATION AND MANAGEMENT OF
DURANGO HILLS COMMUNITY CENTER**

THIS AMENDMENT NO. 2 (the "Amendment") is being entered into this ____ day of _____, 2008, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation within the State of Nevada, having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA (the "Contractor"), a not-for-profit Nevada corporation, having its principal office at 4141 Meadows Lane, Las Vegas, Nevada 89107.

The Agreement between the City and the Company dated February 5, 2003, with its Amendment No. 1 dated October 10, 2007 is hereby modified as follows:

1. Part II-Section A [§ 201] – Term and Renewal. Exercise a renewal period for a five (5) year period , and extend the remaining renewal period from three (3) to five (5) years.

Delete: This Agreement shall be for an initial term of five (5) years commencing on January 22, 2003. This Agreement may be renewed for two (2) additional three (3) year periods.

Insert: This Agreement shall be effective from January 22, 2003 through January 21, 2013. The City may, at its sole option, extend the performance period for up to one (1) five-year period January 21, 2013.

2. Part III-Section [§300] Operations, [§33]C, Maintenance Obligations of Contractor. Add new maintenance provisions.

Add: 8. Pool Heating. The Contractor will cooperate with the City to ensure that the heating of the pools will comply with air quality control standards. The Contractor will pay for the annual air quality control permit fees and inspection. The Contractor will only heat the outdoor pool during the seasonal period from Memorial Day through Labor Day. Should a third party request the rental and heating of the outdoor pool during the non-seasonal period, the YMCA will refer the third party directly to the City for consideration. With YMCA concurrence, not to be unreasonably withheld, the City will provide a rental fee quote to the third party. The YMCA will collect the fee and credit it back to the City as reimbursement for utility heating expense. The YMCA will be responsible for all other arrangements made with the third party which may include, lifeguard services, cleaning, etc., and have the option to charge fees for the reimbursement of such services.

9. The Contractor will maintain and repair the fire extinguisher/fire alarm & suppression system.

10. The Contractor will be financially responsible for the monthly security system maintenance and fire alarm maintenance for the Contract Area.

3. Part III-Section [§300] Operations, [§34]D, Maintenance Obligations of the City. Add a provision allowing for a credit to the City for assuming maintenance responsibilities.

Add: 5. Credit for Maintenance Expense. Should the City elect to assume responsibility for maintenance and repair services provided in Subsection [§33]C. (Maintenance Obligations of Contractor), the Contractor shall credit back maintenance expenses on the monthly utility invoice.

4. Part III-Section [§300] Operations, [§35]E, User Fees, Program Schedule, and Budget. Revise the facility joint use provision.

Delete: The second paragraph in its entirety that reads as follows:

The Contractor shall cooperate with the City for not less than ten percent (10%) joint-use scheduling of the Center and not less than ten percent (10%) physical usage of the Center, subject to operational constraints and limitations. The Contractor agrees that the City's ten percent (10%) of joint-use schedule shall be made available during the Center's operational hours or other hours as requested by the City. Contractor agrees that the City may schedule special events with (10) days advance notice. The contractor may also provide use of the Center to community organizations; however, the use by community organizations shall not apply towards the City's ten percent (10%) joint use schedule.

Insert: The second paragraph to read as follows:

The Contractor and the City agree to share use of the Contract Area for City Departments and Programs at no cost. The Contractor and the City will meet on a regular basis to schedule Programs and other activities. The City's Leisure Service Programs will have first priority based upon space availability. Other City Departments and functions will schedule their use through the City Contract Manager who will coordinate the dates with the Contractor's staff. Examples of the kinds of other uses that may arise include, but are not limited to, the following examples:

- I. Public Meetings set by the Mayor, City Council or City Manager's Office to gain community input;
- II. Neighborhood Service Department meetings, officially recognized Neighborhood and Homeowner Associations, forums and health fairs;
- III. Planning Department meeting to discuss development issues with residents of Northwest Las Vegas;
- IV. Meetings to inform the public about public safety issues, concerns or education by the Fire Department, Metro or other City Public Safety programs;
- V. Intergovernmental meetings to discuss flood preparedness, transportation issues, land use, etc.; and
- VI. City staff meetings for City training, retreats and other operational related issues.

The City will take care to schedule through the City Contract Manager and the Contractor will be given as much advance notice as possible. Outside Community Organizations or entities will schedule directly through the Contractor and it will be the Contractor's discretion whether to rent space or provide space at no cost.

5. Part III-Section [§300] Operations, [§36]F, Contractor Operating Records. Add a new requirement for the Contractor to comply with City audit recommendations.

Add: A new paragraph to read as follows:

The Contractor shall comply and implement City audit recommendations to its operational and accounting practices during the term of the Agreement and any term extensions exercised, so long as the recommendations are consistent with generally accepted accounting principles.

6. Part III-Section [§300] Operations, [§38]H, Repairs, Alterations and Damage. Add a new provision in regards to damage and vandalism reporting requirements.

Add: A fourth paragraph to read as follows:

The Contractor shall report to the City all damage or vandalism in excess of One-Thousand Dollars to the Center or any damage that requires closure to the Center. The Contract shall report to the City any and all personal injury asserted by users utilizing the Center.

7. Part III-Section [§300] Operations, [§315]N, Fixtures, Furnishings, Equipment and Personal Property. Add a new provision to address disposition of property in the event of an Agreement termination.

Add: A fourth paragraph to read as follows:

In the event this Agreement is terminated pursuant to Section [§700] (Defaults, Remedies and Termination), the City at its discretion, may assume the obligations of any leases for FF&E.

8. Part III-Section [§300] Operations. Add a new subsection for Community Needs Survey and Assessment.

Add: O. [§316] Community Needs Survey and Assessment

The Contractor will employ a number of tools and strategies to determine community needs and desires, and to also evaluate how those needs are met. As part of this effort, and at its own expense, the Contractor may send a direct mail survey to local residents, conduct focus group meetings with local residents, review local demographic information and assess other local services provided in the community. On an annual basis, the Contractor will appraise program quality levels of program participation and customer satisfaction through a variety of methods to include program audits, written evaluations, focus groups, customer's suggestion box, and an annual customer satisfaction survey.

9. Part IV – Section [§400] Personnel, [§402] B, Equal Opportunity, Americans With Disabilities Act and Drug Free Workplace. Delete the flow-down requirement for subcontractor compliance.

Delete: The last line of the third paragraph that reads as follows:

Additionally, the Contractor will ensure that any suppliers or subcontractors functioning under this Agreement shall also be in compliance with the aforementioned titles.

10. Part VII – Section [§700] Defaults, Remedies and Termination, [§79] F, Additional Remedies.

Add a provision for the City's right to terminate for convenience.

Add:

3. The City shall have the right at any time to terminate further performance of this Agreement, in whole or in part for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, the Contractor shall terminate all work and take all reasonable actions to mitigate expenses. The Contractor shall submit a written request for incurred costs for services performed and equipment purchased through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Contractor within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Contractor. The City is not liable for the reimbursement of deferred revenue gained through membership sales.

11. Part VIII- Section [§800] General Provisions, [§86]G, Attorney Fees. Delete this provision

Delete: In its entirety.

12. General. In the event of any conflict between the Agreement as previously amended and this Amendment, the provisions of Amendment No. 2 take precedence. All other agreement terms and conditions remain unchanged.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERALY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 1-22-08
Date

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SOUTHERN NEVADA

MICHAEL A. LUBBE, President

"Contractor"