

TEMPORARY NON-EXCLUSIVE PROPERTY LICENSE AGREEMENT AMONG THE
CITY OF LAS VEGAS, THE YMCA AND IMAGINE SCHOOL IN THE VALLE

This Temporary Non-Exclusive Property License Agreement among the City Of Las Vegas, the YMCA And Imagine School In The Valle (hereinafter "License") is made this 2nd day of September, 2008, by and among the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter the "City") and Young Men's Christian Association, a Nevada nonprofit corporation (hereinafter "YMCA") and Imagine School in the Valle, a State of Nevada Charter School ("Imagine in the Valle"). The City, YMCA and Imagine in the Valle may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City leases real property and has constructed improvements on approximately 15.6 acres of land currently held under a Recreation and Public Purpose Lease from the United States Bureau of Land Management ("BLM") (BLM Lease Number N-57555). These improvements are located at 3531 North Rampart Drive, and are commonly known and referred to as the Durango Hills Community Center ("DHCC"). Among other things, the improvements at DHCC include multi-purpose classrooms, dedicated exercise, dance, aerobics and martial-art rooms, a game room, classrooms, a kitchen, a cafeteria, a large outdoor aquatic center and a 21,000 square foot gymnasium encompassing approximately 45,000 square feet of space.

WHEREAS, the YMCA operates the DHCC on the City's behalf pursuant to that certain YMCA of Southern Nevada Operating Agreement and subsequent amendments thereto ("Operating Agreement"). The Operating Agreement, together with all amendments, is attached hereto as Exhibit 1. The Operating Agreement mandates that the YMCA manage, operate and maintain the DHCC and provide recreational opportunities to all ages of people that reside in the northwest portion of the City. Among other opportunities, the YMCA provides the following recreational programs at the DHCC: Aerobics, Yoga, Spin, Tai Chi, Pilates, Strength Training, Fencing Instruction, Martial Arts Instruction, Dance Instruction, Gymnastics, Basketball, Children's Soccer and Tee-Ball Instruction, a Basketball League and Personal Training. The YMCA also manages and maintains an aquatic center that includes a 5,512 square foot lap pool, a large plunge pool with a waterslide, and a 4,700 square foot play pool and play apparatus for children.

WHEREAS, Imagine in the Valle is a registered State of Nevada Charter School, that by law, cannot operate for profit. Imagine, Inc., the Education Management Operator for Imagine in the Valle, purchased a five acre parcel of land approximately one mile from the DHCC for construction of a school facility, but due to the current economic downturn, has found itself unable to secure the necessary financing to design and construct a school facility on its property.

WHEREAS, From September 4 through October 19, 2006, Imagine, Inc. encountered construction delays at a school Imagine, Inc. was constructing in the City of North Las Vegas, and the YMCA worked to provide space at its Bill and Lillie Heinrich YMCA facility during the construction delay. Because of that pre-existing relationship, Imagine, Inc. approached the YMCA and the City to find out if the City and YMCA would be willing to provide temporary

space to Imagine in the Valle for the 2008-2009 school year because of its inability to secure affordable financing for construction of their school facility.

WHEREAS, during the 2008-2009 school year, YMCA permitted the use of a defined portion of the DHCC for educational and recreational purposes by Imagine in the Valle at a cost of \$22,500.00 per month. Pursuant to the Operating Agreement, this user fee was paid to the YMCA and the City, and it was placed in a joint City/YMCA bank account for use by the YMCA to offset day-to-day costs at DHCC, and to provide recreational opportunities at DHCC to the residents of the City of Las Vegas.

WHEREAS, Imagine in the Valle made the same request of the YMCA and the City for the nine- month 2009-2010 school year, but as a part of the request, Imagine in the Valle indicated that will not request any additional use of space after the spring 2010 school semester.

WHEREAS, after review of Imagine in the Valle's request, the City indicated to YMCA and Imagine in the Valle that the means by which Imagine in the Valle was permitted to occupy space at the DHCC was not the City's preferred method, and that any future use of this nature would require an amendment to the Operating Agreement, as well as positive guidance from the BLM regarding Imagine's use, and that the nature of Imagine's use be temporary, non-exclusive and that the use would not otherwise displace other public uses during the period of time requested. In addition, monies charged to Imagine in the Valle as a license fee would need to be apportioned equally between the YMCA/City joint account for ongoing recreational operations at the DHCC and a City-operated special revenue account for Capital Improvements and Capital Maintenance at the DHCC.

WHEREAS, the City received positive guidance from the BLM regarding the temporary use of a defined portion of the DHCC as requested by Imagine.

WHEREAS, YMCA has indicated that the space requested by Imagine in the Valle is not used during the hours Imagine in the Valle is requesting the use, nor do any conflicting public requests for the requested space exist, thus no public recreational programs are being displaced by Imagine's use of the space.

WHEREAS, Imagine in the Valle has a projected enrollment of 270 students from diverse backgrounds for the 2009-2010 school year, which consists of a fall semester beginning on August 24, 2009 and ending on December 18th, 2009, and a spring semester beginning on January 4th, 2010 through June 8, 2010, and without this temporary solution, the parents of the students enrolled with Imagine in the Valle will be required to secure another means to educate their children for the 2009 fall school semester.

WHEREAS, Imagine in the Valle desires to pay to the City and YMCA for a non-exclusive temporary license to occupy approximately six classrooms. This space includes the rooms designated as classrooms A, B, C, D, E, and F from 8:00 a.m. to 2:00 p.m. Monday through Friday, an area equal to one-half of the gymnasium for when it is not otherwise in use, the kitchen and an administrative office area (together, the "Licensed Area"). A depiction of DHCC, and the Licensed Area is attached hereto at Exhibit "2."

WHEREAS, the City does not want 270 children displaced without an educational opportunity at the beginning of the 2009-2010 school year, and the City and YMCA can provide temporary, non-exclusive space to Imagine in the Valle as requested without displacing other scheduled public programs, for a license fee equal to fair market value.

WHEREAS, in accordance with the terms and conditions of the Operating Agreement, the City, YMCA and Imagine in the Valle will enter into this License for the Licensed Area, to define the scope of Imagine's use of the Licensed Area, YMCA's obligations to maintain and service the Licensed Area and the City's obligation to permit Imagine in the Valle to occupy its space at the DHCC for a period of no longer than one school year.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

A. THE LICENSED AREA

The City hereby grants a non-exclusive revocable license to Imagine in the Valle to enter and occupy the Licensed Area for the purposes described herein, in accordance with the provisions of this License.

B. TERM OF LICENSE/TERMINATION

1. Term. Imagine in the Valle may access, use and occupy the Licensed Area for two consecutive school semesters, for total of nine months, in accordance with paragraph 4 of this License, beginning on August 24, 2008 and terminating on June 8, 2010.

YMCA and Imagine in the Valle both understand and agree that there are no extensions of this License available to Imagine in the Valle at the end of the Term. Imagine in the Valle will vacate the DHCC as provided by paragraph J at the end of the Term.

2. License Terminable at Will by either Party. Notwithstanding the default and opportunity to cure language at paragraph "K," below, any Party may terminate the License for any reason, or no reason, upon thirty (30) calendar days written notice to the other Parties. The 30 day period begins at 8:00 a.m. the morning after the postmarked date of the termination notice by a party. Upon termination, Imagine in the Valle shall only pay for its actual use and occupancy of the Licensed Area.

C. LICENSE FEE

1. Monthly License Fee. Imagine in the Valle shall pay a monthly License Fee to the City and YMCA in the amount of Twenty Two Thousand, Five Hundred Dollars (\$22,500.00) for access, use and occupation of the Licensed Area for the Term, inclusive of maintenance and janitorial services for each month from September 1, 2009 through June 8, 2010. The annual License Fee shall be paid on a monthly basis prior to the first of each month for the following month's use of the Licensed Area by Imagine. There

shall be no pro-ration of the License Fee for any unused school days within any given month.

2. License Fee Remittance. Imagine in the Valle shall remit Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00) to the YMCA directly, and the YMCA shall deposit such License Fee in the YMCA/City joint account for ongoing recreational operations at the DHCC. These funds shall not be directed to any other account held by the YMCA. Imagine in the Valle shall remit \$11,250.00 to the City, and the City shall deposit such License Fee in a special revenue account for Capital Improvements and Capital Maintenance at the DHCC.

3. Failure to Pay License Fee. If Imagine in the Valle fails to pay the monthly License Fee prior to the 3rd day of the month, Imagine in the Valle is in default of this License and the City may exercise its remedies under paragraph "K," below.

4. Utility Charges. The Parties acknowledge that the License Fee is inclusive of utility payments for electric, gas, water, cable and sewer, but the Parties acknowledge that on October 15, 2009, the Parties shall meet and confer regarding Imagine's obligation to pay the City and YMCA for utility expenses on a going-forward basis. Specific to this section, the Parties shall execute an amendment to this License, and such amendment may be executed on behalf of the City by the City Manager or designee. If the Parties do not reach agreement on the payment of utilities, any one of the Parties may terminate this License in accordance with Paragraph B(2), above.

D. USE OF THE LICENSED AREA

1. Imagine in the Valle is permitted to use, access and occupy the Licensed Area from 7:45 a.m. until 2:45 p.m., Monday through Friday during the school semesters as delineated herein for the purpose of conducting educational classes for students, grades one through six. Imagine, at its option, may occupy one-half of the gymnasium from 7:30 a.m. until 3:00 p.m. for recreation-based educational purposes only, and Imagine in the Valle may not use the gymnasium space as a full-time classroom for non-recreation based education. The terms "conducting educational classes" and "recreation-based educational purposes" are defined as common and customary definition of such terms, and the Parties agree that the final interpretation of this phrase and the uses permitted within the Licensed Area by Imagine in the Valle will be determined by the City Manager, or designee.

Imagine in the Valle shall not be permitted to use, access or occupy the Licensed Area on weekends and at no time during the 2009 winter break from December 21, 2009 until January 1, 2010. Imagine in the Valle shall not use or permit the Licensed Area to be used by anyone for any other purpose. Imagine in the Valle is not permitted to sub-license the Licensed Area in any manner.

2. Use of YMCA Equipment Limited. Imagine in the Valle shall not use any YMCA "office supplies" as this term is commonly and customarily defined ("Supplies"), fax machines, phones, computers or printers ("Equipment") owned and maintained by

YMCA. Imagine in the Valle shall provide and maintain its own Supplies and Equipment for use in the Licensed Area.

Imagine, at its option, may utilize the YMCA copy machine at the DHCC, provided that Imagine in the Valle supplies its own copy paper. Imagine in the Valle agrees to pay YMCA .03 cents per copy on a monthly basis to reimburse YMCA for the cost of toner and maintenance of the copy machine. Payment for the copy charges shall be submitted to YMCA on a monthly basis with the payment of the License Fee.

3. Educational Appurtenances and Educational Materials. Educational appurtenances are defined as any and all chairs, desks, filing cabinets, blackboards, white boards, health care supplies and similar items. Educational Materials are those items necessary for the education of students, such as pens, pencils, dry erase markers, books, paper, calculators and similar items. Imagine in the Valle shall provide all Educational Appurtenances and Educational Materials during its use of the Licensed Area.

4. Storage of Educational Appurtenances, Educational Materials, Supplies and Equipment. Imagine in the Valle may store all Educational Appurtenances and Educational Materials within the Licensed Area as permitted by YMCA. Such storage may not otherwise conflict with the use of the Licensed Area by the general public during the hours in which Imagine in the Valle is not utilizing the Licensed Area.

Imagine in the Valle understands that neither the City nor YMCA is responsible for Educational Materials, Supplies or Equipment stored in the Licensed Area, and as such, Imagine in the Valle agrees to hold the City and YMCA harmless from, and will not make a claim against the City or YMCA for any damages accruing from a loss or other damage to the Educational Materials, Supplies or Equipment within the Licensed Area. Imagine in the Valle hereby disclaims any and all actions against the City or YMCA for loss or other damage to its Educational Materials, Educational Appurtenances, Supplies or Equipment.

5. Security. Imagine in the Valle understands and acknowledges that neither the City nor YMCA provides full-time on-site security at the DHCC. If Imagine in the Valle is concerned about the safety of its faculty and staff at the DHCC, it should institute a security program for its faculty and staff. If Imagine in the Valle decides to do so, it must submit its security plan in writing, and meet and confer with the City and YMCA prior to instituting such security program. Both the City and YMCA must approve the proposed security plan prior to its implementation.

Imagine in the Valle will fully indemnify, pay any and all costs to defend, and hold the City and the YMCA harmless from any claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the City or YMCA, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the CITY or the YMCA, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, by the City or YMCA failing to provide full-time on-site security for the faculty and students of Imagine.

6. YMCA to Provide Utilities, Maintenance and Janitorial Services. YMCA shall provide utilities, all day-to-day maintenance and janitorial services for the Licensed Area.

E. LIENS AND ENCUMBRANCES

Imagine in the Valle agrees to keep the Licensed Area and its interest therein free from liens and encumbrances and to indemnify and hold the City harmless therefrom. If any lien or other encumbrance is filed against the Licensed Area or any part thereof by reason of Imagine in the Valle's acts or omissions or because of a claim against Imagine in the Valle, Imagine in the Valle shall cause the same to be canceled and discharged of record by bond or otherwise within 10 days after notice by the City. The failure of Imagine in the Valle to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this License.

F. ASSIGNMENT AND SUBLEASING

Imagine in the Valle shall not transfer, assign, delegate, mortgage or hypothecate this License, in whole or in part, or permit the use of the Licensed Area by any person or persons other than Imagine, or sublet the Licensed Area, or any part thereof. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law.

G. NOTICES

All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this License shall be in writing, signed by the notifying party sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO THE CITY: City Manager
 City of Las Vegas
 400 Stewart Avenue
 Eighth Floor
 Las Vegas, Nevada 89101

TO THE YMCA: Mike Lubbe, Chief Executive Officer
 YMCA of Southern Nevada
 4141 Meadows Lane
 Las Vegas, Nevada 89107

TO IMAGINE: Chairman of the Board
 Imagine School in the Valle
 3521 North Durango Drive
 Las Vegas, Nevada 89129

The address to which any notice, demand or other writing may be delivered to any Party as above provided may be changed by written notice given by such Party as above provided.

H. TAXES

Imagine in the Valle shall not be responsible for any real property taxes on, or real property related assessments for the Licensed Area. The City shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Imagine in the Valle in connection with the Licensed Area, and Imagine in the Valle agrees to pay, and to indemnify the City concerning any such taxes that may be assessed.

I. INDEMNIFICATION AND INSURANCE

1. Imagine in the Valle shall provide the City and the YMCA with a certificate or other proof of insurance, insuring against liability arising out of this License with limits of not less than two million dollars (\$2,000,000). The City and YMCA shall be named as an additional insured on Imagine's policy. Notwithstanding the foregoing, Imagine in the Valle understands and agrees that the City has adopted a Self Insurance Liability program in accordance with Section 41.038 of the Nevada Revised Statutes effective as of July 1, 1985, which provides self-insured coverage for each occurrence with limits of liability as established in accordance with Section 41.035 of the Nevada Revised Statutes.

2. Notwithstanding the default and opportunity to cure provisions at paragraph "X," in the event that Imagine in the Valle fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this License immediately.

3. Imagine in the Valle hereby agrees to fully indemnify, pay any and all costs to defend and hold the City, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the City, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the City, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of Imagine in the Valle or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, Imagine, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this License.

4. Imagine in the Valle expressly agrees, at its sole cost and expense, to defend the City, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which Imagine in the Valle has agreed to indemnify the City, its officers, employees and agents. If Imagine in the Valle fails so to do, the City shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to Imagine.

5. Imagine in the Valle hereby agrees to fully indemnify, pay any and all costs to defend and hold the YMCA, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the YMCA, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the YMCA, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of Imagine in the Valle or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, Imagine, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this License.

6. Imagine in the Valle expressly agrees, at its sole cost and expense, to defend the YMCA, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which Imagine in the Valle has agreed to indemnify the YMCA, its officers, employees and agents. If Imagine in the Valle fails so to do, the YMCA shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to Imagine.

J. SURRENDER OF LICENSED AREA

Upon expiration or other termination of this License, Imagine in the Valle shall, within three (3) calendar days of expiration or termination of this License surrender the Licensed Area in the same condition as they were in at the commencement of this License except for additions, alterations or changes specifically authorized by the City and reasonable wear and tear. Before surrendering the Licensed Area, Imagine in the Valle shall remove all of its personal property and such alterations or additions to the Licensed Area made by Imagine in the Valle as may be specified for removal by the City, and shall repair any damage caused by such property or the removal thereof. If Imagine in the Valle fails to remove such personal property and fixtures upon the expiration or other authorized termination of this License, the same shall be deemed abandoned and shall become the property of the City.

K. DEFAULT AND EFFECT OF DEFAULT

1. General Default Events; Opportunity to Cure. In the event of any noncompliance with any provision of this License, the Party alleging noncompliance shall deliver to the other by certified mail a three (3) calendar day notice of default and opportunity to cure. The time of notice shall be measured from the date of certified mailing. The notice of default shall specify the nature of the alleged default and the manner in which it may be satisfactorily corrected, during which 3 calendar day period the Party alleged to be in default shall not be considered in default for the purposes of the remedies for default as provided herein. If the default is corrected, then no default shall exist and the Party alleging the non-compliance party shall take no further action.

2. Default; Remedies. If a default exists pursuant to (K)(1), above, or an alleged

default is not corrected within the relevant cure period pursuant to (K)(1) above, the non-complaint party is in default, the party alleging non-compliance may declare the breaching party in default and elect any one or both of the following non-exclusive remedies:

3. Termination of License. The non-defaulting Party may terminate this License upon written notice to the Party in default; or

4. Adjudication of Dispute. Upon a declaration of default, either Party may institute legal proceedings consistent in a court of competent jurisdiction consistent with the terms of this License.

If this License is terminated for any reason, Imagine in the Valle shall surrender the Licensed Area as provided at paragraph J, above.

L. BINDING ON SUCCESSORS

The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

M. GOVERNING LAW

The parties intend that this License and the relationship of the parties shall be governed by the laws of the State of Nevada.

N. ENTIRE AGREEMENT

All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this License or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this License shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the License.

O. HEADINGS

The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections and subsections.

P. PEACEFUL POSSESSION

The City covenants that Imagine, upon the payment of License Fee, and the performance of the covenants and subject to the conditions of this License, shall and may peacefully and quietly have, hold and enjoy the Licensed Area for the Term of the License.

Q. COMPLIANCE WITH LAWS

1. In performing under this License, Imagine in the Valle shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations; shall obtain all necessary permits and approvals relating thereto; and shall be solely responsible for making such changes to the Licensed Area as may be necessary in order to comply with any other applicable laws when such changes arise by virtue of Imagine's use of the Licensed Area.

2. Nothing in this License shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to Imagine's use of the Licensed Area.

R. INTERPRETATION OF LICENSE

For purposes of this License, the administrator shall be the City Manager or designee. In any dispute concerning an interpretation of this License or concerning the work to be performed hereunder, the final determination shall be made by the City Manager or designee.

S. INSPECTION

The City retains the right to inspect the Licensed Area at any time during the License Term. The City shall give Imagine in the Valle prior notice of such inspection and Imagine in the Valle shall have the right to accompany the City on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.

T. WAIVER

No covenant, term or condition of this License shall be deemed to have been waived by either party hereto unless such waiver is in writing.

U. NO PARTNERSHIP

The relationship of the parties hereto is solely that of the City, YMCA and Imagine, and under no circumstances shall the Parties be considered as partners or joint venturers.

V. INTERPRETATION

Each Party and its counsel shall have reviewed this License. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this License or in any amendments or exhibits to this License.

W. MODIFICATIONS OR AMENDMENTS

No amendment, change or modification of this License shall be valid unless in writing and executed by the Mayor, upon approval of the amendment, change or modification by the City Council and all other parties hereto.

X. DAMAGE AND DESTRUCTION

1. Imagine in the Valle shall give prompt notice to the YMCA and the City in case of fire or accidents in or near the Licensed Area.
2. If the Licensed Area is partially, substantially or totally destroyed by fire or other casualty due to an act or omission of Imagine, Imagine in the Valle shall repair such damage at its cost.
3. If the Licensed Area is partially, substantially or totally destroyed at no fault of Imagine, then the City may, at its option, within thirty (30) days after such damage or destruction, give Imagine in the Valle written notice thereof and this License shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the Licensed Area is substantially or totally destroyed at no fault of Imagine, the License Fee shall be abated until such time as Imagine in the Valle can reoccupy the Licensed Area.
- d. If any damage referred to in this section is due in whole or in part to the act, neglect, fault or omission of IMAGINE, there shall be no abatement of rent.

Y. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective November 17, 1999, Imagine in the Valle warrants that it has disclosed on the form attached as Exhibit "3", all principals and partners of Imagine, a State of Nevada Charter School as well as all persons and entities holding more than a one percent (1%) interest in Imagine, a State of Nevada Charter School, or any principal of Imagine, a State of Nevada Charter School, throughout the term hereof, Imagine, a State of Nevada Charter School, shall notify the City in writing of any material change in the above disclosure within 15 days of any such change.

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective November 17, 1999, YMCA warrants that it has disclosed on the form attached as Exhibit "3", all principals and partners of YMCA as well as all persons and entities holding more than a one percent (1%) interest in YMCA, throughout the term hereof, YMCA, shall notify the City in writing of any material change in the above disclosure within 15 days of any such change.

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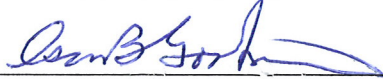
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Z. COUNTERPARTS

This License may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same License.

IN WITNESS WHEREOF, the parties hereto have executed this License on the day and year first above written.

THE CITY OF LAS VEGAS



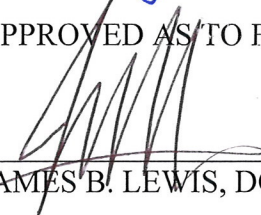
OSCAR B. GOODMAN, Mayor

ATTEST:



BEVERLY K. BRIDGES CMC, City Clerk

APPROVED AS TO FORM:



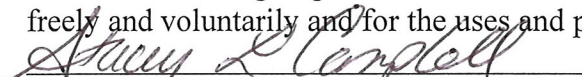
JAMES B. LEWIS, DCA

ACKNOWLEDGEMENTS

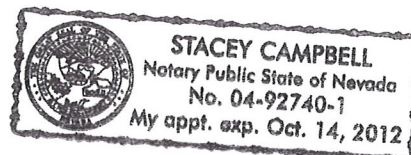
STATE OF NEVADA)
) ss.

COUNTY OF CLARK)

On this 4th day of September, 2008, ^{9th} personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BEVERLY K. BRIDGES, City Clerk, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.



NOTARY PUBLIC, in and for said
County and State



IMAGINE SCHOOL IN THE VALLE

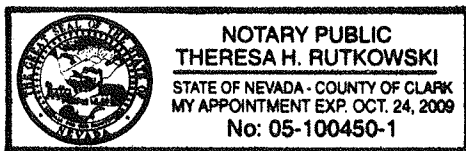
By: Christina Fuentes

Its: President of Imagine School in the Valle

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 25th day of August, 2009, personally appeared before me, a Notary Public in and for said County and State, Christina Fuentes known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that She executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Theresa H. Rutkowski
NOTARY PUBLIC, in and for said
County and State



YOUNG MEN'S CHRISTIAN ASSOCIATION

Michael Lubbe

By: Michael Lubbe

Its: CEO

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 25 day of August, 2008⁹, personally appeared before me, a Notary Public in and for said County and State, Mike Lubbe known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Sonia Davis

NOTARY PUBLIC, in and for said
County and State

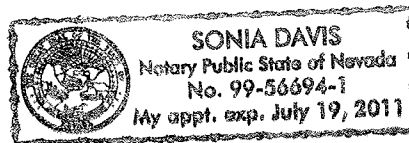


EXHIBIT 1

**YMCA OF SOUTHERN NEVADA
INTERIM OPERATING AGREEMENT**

By and Between

THE CITY OF LAS VEGAS

and

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA

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**YMCA OF SOUTHERN NEVADA
INTERIM OPERATING AGREEMENT**

THIS INTERIM OPERATING AGREEMENT (hereinafter "Interim Agreement") is made and entered into on the ____ day of _____, ____, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA, a Nevada nonprofit corporation (hereinafter the "Contractor").

RECITALS

WHEREAS, the City has leased land (BLM Lease No. N-57555) for recreation or public purposes from the United States Department of the Interior, Bureau of Land Management ("BLM"), which lease contains conditions subsequent which, in essence, require the City to use the underlying land for recreational or public purposes in accordance with the federal Recreational and Public Purposes Act, 43 U.S.C. Sections 869-869-4 ("RPP Act"); and

WHEREAS, a portion of the land consists of approximately 15.6 acres and is situate in the northwest area of the City of Las Vegas, bounded by Gowan and Durango Drive, located at 3521 N. Durango Drive, Las Vegas, Nevada, and is generally described in Exhibit "A", General Description, and depicted on Exhibit "B", Site Map, both attached hereto and made a part of this Interim Agreement (the "Land"); and

WHEREAS, the City is charged with the responsibility of providing public facilities for the purpose of leisure time and recreation activities and health enrichment for general public wellness and fitness; and

WHEREAS, the City has desired to provide a multipurpose center that will meet the recreational, cultural, senior and adaptive recreational needs of the growing Northwest Las Vegas community; and

WHEREAS, the City has constructed and developed a 45,000 square foot sports and recreational facility on the Land entitled the "Northwest Leisure Services Center" which includes an adjoining pool facility on the Land and is depicted on Exhibit "C-1" (the building) and "C-2" (the pool); and

WHEREAS, the City is desirous of retaining a contractor to operate and manage the Northwest Leisure Services Center and requested proposals from potential contractors to provide such operations; and

WHEREAS, on September 15, 1999, the Las Vegas City Council approved the proposal submitted by Contractor for the operation and management of the Northwest Leisure Services Center; and

WHEREAS, the Contractor is a not-for profit organization dedicated to building self-

esteem and enriching body, mind and spirit for persons of all ages and economic levels and addresses community needs through wellness, leadership and family strengthening activities;

WHEREAS, BLM is in the process of reviewing a form of the final Operating Agreement between the City and Contractor to determine if the Operating Agreement conforms to the provisions of the RPP Act; and

WHEREAS, the City and Contractor desire to enter into this Interim Agreement for the operation and management of the Northwest Leisure Services Center on a temporary basis until such time that BLM has approved the final Operating Agreement between the City and Contractor.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto enter into this Interim Agreement.

AGREEMENTS

I. [§100] SUBJECT OF AGREEMENT

1] A. Purpose of this Interim Agreement

The purpose of this Interim Agreement is to effectuate the temporary operation, management, and maintenance of the Northwest Leisure Services Center ("the Center") by the City and the Contractor in the best interests of the City and the health and welfare of its residents, and in accordance with the public purposes of applicable federal, state and local laws and regulations, specifically, the RPP Act. The area of the Center which is to be under the management and operation of Contractor is depicted within the red boundary lines in the Site Map appended to the Interim Agreement as Exhibit "B", and that area is referred to throughout this Interim Agreement as the "Contract Area." This Interim Agreement also assigns to the Contractor certain non-exclusive duties and responsibilities with respect to various areas of the Center not included in the Contract Area. The term Center includes the Contract Area, but unless the term Center is specifically used in defining a duty or responsibility of Contractor, it is assumed that the duty or responsibility of Contractor so defined extends only to the Contract Area.

The Contractor will operate the Contract Area of the Center owned by the City on BLM land. The Center shall be managed and operated as a not-for-profit institution available to the general public without discrimination as to age, race, creed, religion, sex, marital status, national origin, political affiliation, physical handicap or ancestry.

The City and Contractor hereby expressly acknowledge that this Interim Agreement is subject to the final approvals of the Operating Agreement by (1) by BLM to determine if the Operating Agreement conforms to the provisions of the RPP Act; and (2) the City Council and the governing board of the Contractor.

The City and Contractor hereby expressly acknowledge that this Interim

Agreement is to set forth the provisions of a temporary agreement between the parties pursuant to which Contractor will operate the Contract Area of the Center for City pending BLM approval of those portions of the Operating Agreement subject to its jurisdiction under the RPP Act.

The Contractor shall act as the general clearing house, overseer, coordinator, and promoter of recreation, fitness, safety, therapy, and competitive programs offered in the Contract Area. The Contractor shall be responsible for daily maintenance and cleanliness of the Contract Area. This Interim Agreement defines the operating terms mutually agreed upon by both parties.

2] **B. Description of the Contract Area**

The Contract Area consists of a building and adjoining pool facility. The building located in the Contract Area is a 45,000 square foot multipurpose facility located at 3521 N. Durango Drive, Las Vegas, Nevada. The building in the Contract Area has facilities for the following: a full-size indoor basketball court with bleachers; after school and track break programs; dance, ballet and exercise classes; youth and adult programming; meeting rooms; fitness rooms; fine arts classes; facility rental arrangements; and concession area and vending machines which shall be in compliance with NRS 426.640 through 426.680. The building is depicted on Exhibit "C-1", attached hereto.

The Contract Area also has an adjoining pool facility with the following specifications: a fan-shaped 0 (zero) depth beach entry pool; an 8-lane-25-yard swim box; a 1 meter diving board; a 178-foot spiral slide; a water tot lot feature and a full-size shower room and bath house. The pool is depicted on Exhibit "C-2", attached hereto.

The entire Contract Area is generally depicted inside the red area of the Site Map, Exhibit "B".

3] **C. Common Areas Outside Center and Parking Lot**

Paved parking lot areas are located at the Center. A plaza entry with landscaping surrounds the entrance to the Center. Additional landscaping with planter boxes surrounds parts of the Center.

4] **D. Parties to This Interim Agreement**

5] **1. The City**

The City is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the laws of the State of Nevada. The office of the City is located at 400 East Stewart Avenue, Las Vegas, Nevada 89101. "City," as used in this Interim Agreement, includes the City of Las Vegas and any assignee of or successor to its rights, powers, and responsibilities.

6] **2. The Contractor**

The Contractor, YMCA of Southern Nevada, is a not-for-profit corporation under Nevada law with an I.R.S. Section 501(c)(3) nonprofit designation. The principal office of the Contractor is 1050 West 4141 Meadows Lane, Las Vegas, Nevada 89107. Wherever the term "Contractor" is used herein, such term shall include the YMCA and any permitted nominee, assignee, or successor in interest as herein provided.

7] **E. Bureau of Land Management**

The Bureau of Land Management ("BLM") is a federal public agency which administers the RPP Act for all Public Lands, including the Land where the Center is located. As more specifically set forth in Section 912 of this Interim Agreement, BLM determines whether the use of the Land is an authorized use and conforms with laws and regulations of the RPP Act.

II. [§ 200] TERM CANCELLATION AND RENEWAL

This Interim Agreement shall run for an indefinite term commencing on February 1, 2000, and terminating upon the first of the following to occur:

1. If the BLM shall approve the Operating Agreement in the form submitted, on such date as Contractor and City, working in good faith and with due diligence, shall comply with all conditions precedent to the Operating Agreement becoming effective, at which date the Operating Agreement will automatically become effective and the Interim Agreement shall terminate.

2. If BLM shall approve the Operating Agreement conditionally, on such date as Contractor and City, working in good faith and with due diligence precedent to the Operating Agreement becoming effective and shall either (a) reach agreement on all matters necessary to satisfy BLM-imposed conditions and execute a revised Operating Agreement containing such conditions, at which date the Operating Agreement shall automatically become effective, or (b) after working in good faith and with due diligence, either City or Contractor shall conclude that it cannot reach agreement on terms for the Operating Agreement acceptable to it that will satisfy BLM-imposed conditions, in which case this Interim Agreement will terminate on such date as either City or Contractor may specify upon thirty (30) days written notice to the other. In the event of (b), City will reimburse Contractor for fifty percent (50%) of its documented and verified startup costs up to One Hundred Fifty Dollars (\$150,000).

3. Either City or Contractor terminates this Interim

Agreement without stated cause by providing ninety (90) days written notice of termination to the other party.

4. This Interim Agreement is terminated at any time by mutual consent of City and Contractor.

In addition, the City or Contractor may terminate this Interim Agreement with cause in accordance with the applicable sections in Article VII.

III. [§ 300] OPERATIONS

[§31] A. Operations in General

The Contractor agrees to manage and operate the Contract Area of the Center in a professional, economical and businesslike manner, reasonably satisfactory at all times to the City. The duties of the Contractor shall include, but not be limited to, all of the following:

1. Provide operational and maintenance supplies as are reasonably necessary to operate the Contract Area of the Center.
2. Provide bookkeeping and accounting functions such that revenues and expenses are computed for the Center as more fully described in Section 306 of this Interim Agreement.
3. Provide maintenance to the items set forth in Section 303.
4. Accomplish routine maintenance and repair the Contract Area.
5. Provide professional staffing to the Center as more particularly defined herein.
6. Carry insurance in the type and amount as more particularly described herein.

The Contractor shall not engage in any other business within or upon the Center, except as allowed herein, and shall provide such services as may be required to service users of the Center.

The Contractor shall report to the City all damage or vandalism in excess of One Thousand Dollars (\$1,000) to the Center or which requires closure of the Center. The Contractor shall report to the City any and all personal injury asserted by users utilizing the Center.

[§32] **B. Operational Standards**

The Contractor will be responsible for the day-to-day operation, maintenance, and repair of the Center in a manner that ensures the safe, attractive, and pleasant use of the Center. Such services shall also include cleaning and equipment maintenance.

During the term of this Interim Agreement, the City, at its discretion, may conduct an audit of the Contractor's services at the Center. The audit may be conducted by City staff or its designated auditors. The audit may include, but not be limited to, a review of the physical facility of the Center and examination of the program in place for the replacement of capital equipment, the need for additional investment, and other aspects dealing with the physical facilities of the Center. The auditor shall issue a written report, which report shall be contemporaneously delivered and considered by both parties.

The Contractor shall at all times operate the Center properly and in an efficient and economical manner, consistent with good business practices; shall maintain, preserve, replace or repair and keep the same, with the appurtenances and every part and parcel thereof, in good repair, working order, and condition; and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Center may be properly conducted.

[§33] **C. Maintenance Obligations of Contractor**

The Contractor agrees to maintain the Contract Area and the equipment provided within the Contract Area, and all parts thereof, in good condition and repair and in as safe a condition as its operation will reasonably permit, and to make all repairs thereto which may be reasonably necessary for this purpose, which shall include, but are not limited to, the following:

1. Maintain the pool and all related, HVAC operating and filtration systems (routine maintenance), and all equipment.
2. Maintain all restrooms.
3. Maintain the premises in a clean, presentable condition and not allow dirt, paper, or trash of any kind to accumulate upon the premises; and remove snow, ice, and other obstructions from the property and from adjacent driveways and sidewalks. The debris removed shall not be placed upon the public ways or any portion thereof.
4. Make necessary repairs to the Contract Area of the Center.

5. Maintain and keep in good working order all signs located within or on the exterior of the facility.

6. Maintain and care for all plantings and grounds within the Contract Area.

7. Adhere to all standards and regulations imposed by the Clark County Health District, as those standards and regulations apply to the Center.

All regular, routine and daily maintenance duties and responsibilities shall be carried out by the Contractor through a designated maintenance schedule. If the Contractor determines to contract out any of the activities set forth in this section, the Contractor agrees to notify the City prior to undertaking such activity.

[§34] **D. Maintenance Obligations of the City**

The City agrees to maintain the following in good repair and condition and to make all repairs thereto which may be reasonably necessary for this purpose:

1. Maintain the parking areas at the Center.

2. Maintain and care for all plantings and grounds outside of the Contract Area of the Center.

3. Make necessary repairs to the Center due to patent or latent building or pool defects.

The City shall be responsible for any capital repairs, improvements and/or future expansion of the Center.

[§35] **E. User Fees, Program Schedule, and Budget**

The Contractor shall submit to the City for review and approval the scheduling and use of the Center (the "Program Schedule"). The proposed Program Schedule shall be submitted to the City for approval no later than thirty (30) days prior to the effective date of the proposed Program Schedule. The Contractor shall cooperate with the City and other community organizations 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 of 10:00 a.m. through 7:00 p.m. or other hours as requested by the City. Contractor agrees that the City may schedule special events with ten (10) days advance notice.

Programs offered at the Center from time to time shall be generally based on need. The City shall have final approval over the Program Schedules of the Center. The

Contractor may revise its Program Schedule from time to time by submitting proposed changes to the City, and the City shall have fifteen (15) days from receipt of any such submission in which to provide Contractor with its comments, if any, in writing. If the City provides comments, the parties shall meet to make changes agreeable to both. If the City does not provide any such comments, the revisions as submitted by Contractor shall become effective on the later of the 15th day following their submission to the City or the first business day thereafter.

No later than thirty (30) days prior to the effective date of a fee schedule, the Contractor shall submit a proposed fee schedule ("Fee Schedule") and the City shall have fifteen (15) days to comment on the proposed Fee Schedule. If the City should object to the proposed Fee Schedule, the City shall provide the reasons for disapproval and shall provide the opportunity for the Contractor to submit a revised Fee Schedule. The City shall have final approval of the Fee Schedule. If the City does not provide any such comments, the revisions as submitted by Contractor shall become effective on the later of the 15th day following their submission to the City or the first business day thereafter.

If the City provides comments in writing, the parties shall meet to make changes agreeable to both. If the City does not provide any comments, the revisions as submitted by the Contractor shall become effective on the later of the fifteenth (15th) day following their submission to the City or the first business day thereafter.

[§36] **F. Contractor Operating Records**

Throughout the term of this Interim Agreement, all revenue generated from the Center including, but not limited to, user fees, class fees, and other fees or charges shall be collected and retained by the Contractor, on behalf of the City. All revenue shall be collected, handled and deposited in accordance with the cash handling procedures as designated by the City Treasurer. The Contractor shall keep, through the entire term of this Interim Agreement or any extension thereof, all books of account and records customarily used in this type of operation in accordance with generally accepted accounting principles.

The City, at all times throughout the term of this Interim Agreement or any extension thereof and for up to five (5) years following termination, shall have the right to audit and examine during normal working hours all such records and books of account relating to the Contractor's operation hereunder, provided that the Contractor shall not be required to retain such books of account and records for more than five (5) years after the end of each year of this Interim Agreement. The books of account and records shall reflect all expenses and revenues associated with the Center. The Contractor shall prepare and submit annual profit and loss statements as well as any incidental financial or operating statements as deemed necessary by the City and as the normal course of operation shall dictate.

All source records of gross revenue shall be prepared by the Contractor. These records shall be maintained by the Contractor. All databases for such purpose will be maintained by the Contractor, and Contractor shall assure that adequate hard copies and data backups are done on a routine basis and stored on an approved media for a period of five (5) years.

[§37] **G. Annual Statements and Audit**

The City shall include the Center and this Interim Agreement as part of the City's annual statement and audit. Such annual statement and audit will be prepared after the close of the City's fiscal year (June 30).

[§38] **H. Repairs, Alterations and Damage**

The Contractor shall make no alterations or additions to the Center and appurtenances without the prior consent of the City. For such action, the Contractor shall first submit such information and plans to the City Manager's Office for approval. It is expressly agreed that all appurtenances, presently or hereafter located in and upon said facility, whether affixed thereto or not, are and shall remain the property of the City.

The Contractor shall repair any non-capital damage to the Center or equipment therein.

The City shall assume responsibility for any capital repairs, improvements and/or future expansions of the Center.

[§39] **I. Agreement Not a Tenancy and Independent Contractor**

Nothing in this Interim Agreement shall be construed as creating a tenancy between the City and the Contractor. The parties agree that, except as hereinafter specified, Contractor shall render services to the City as an independent contractor and not as an employee of the City.

[§310] **J. Advertisements and Marketing**

The Contractor and the City shall mutually agree upon Center advertisements, exterior and interior signage, brochures, newsletters, promotional publicity, and other marketing materials. The signage shall contain, at minimum, the following: "City of Las Vegas Northwest Leisure Services Center operated by the YMCA of Southern Nevada on BLM Property." Communication produced or distributed by the Contractor or City shall convey a consistent message of cooperation to the public.

[§311] **K. Deposits and Drawdowns**

The Contractor shall deposit all funds collected from the operation of the Center including, but not limited to, user fees, class fees, program fees and other fees or charges, into an account established by the City ("City Account"). Subject to appropriate authorizations designated by the City, the Contractor shall be authorized to draw down funds that are available in the City Account and deposit such funds into the Contractor's operating account. In no event shall the Contractor draw funds from the City Account which exceed the amount available. Each month, the Contractor shall submit to the City an itemization of all activity in the City Account.

L. Monthly Invoices, Monthly Statement, Monthly Activity Report

Contractor shall submit a monthly invoice to City which shall include an itemized list of services rendered and costs incurred by Contractor and shall accurately set forth Contractor's cash receipts and disbursements for the previous calendar month for its operations at the Center. Each invoice received shall be subject to review and approval by City. In the event City disputes any item on the invoice, City and Contractor shall meet promptly, as specified in Section 313 hereof, to resolve all such disputed items.

The invoiced amount of Contractor's gross receipts shall be deemed to reimburse Contractor for the previous calendar month's services rendered by Contractor at the Center, and City shall have no obligation to reimburse Contractor in any amount if Contractor's receipts from the Center are less than Contractor's incurred costs.

[§313] **M. Disputed Items**

For any disputed item on a monthly invoice, the City shall provide a written notice to the Contractor setting forth the reasons for disputing the item. The City and Contractor shall use their reasonable best efforts to resolve the disputed item(s) within twenty (20) days of Contractor's receipt of notice. If the disputed item is not resolved, the parties shall be entitled to exercise its remedies in Article VII of this Interim Agreement.

[§314] **N. City's Administrative Services**

The City shall provide the necessary services to administer this Agreement and monitor and oversee the Contractor's performance of its obligations in this Interim Agreement. Commencing on the first anniversary date of the effective date of this Interim Agreement and notwithstanding the fact that this Interim Agreement may have expired and the Operating Agreement shall be in effect, the City shall invoice the Contractor on a monthly basis for the administrative services incurred by the City. The initial administrative service fee shall be One Thousand Three Hundred and No/100ths Dollars (\$1,300.00) per month, and such amount may be adjusted quarterly as determined by inflation and the volume and type of the City's resources allocated to this Interim Agreement and the Operating Agreement.

[§315] O. **Fixtures, Furnishings, Equipment and Personal Property**

Contractor covenants and agrees to furnish and equip the Contract Area of the Center with all fixtures, furnishings, equipment, and other personal property (collectively, "Personal Property") in compliance with the plans and specifications and included in the Equipment Schedule, attached hereto as Exhibit "D", and any addenda thereto. Contractor further agrees to take good care of such Personal Property, to keep the same in good order and condition, and at Contractor's own cost and expense to promptly make all necessary repairs, replacements, and renewals to said Personal Property. Any and all other fixtures, furnishings and equipment placed in, on, or about the Center shall be the Personal Property of Contractor.

Throughout the term of this Interim Agreement, the City authorizes the use of certain furniture by the Contractor to be used exclusively at the Center ("Furniture"). The Contractor's use of the Furniture does not infer any ownership rights of the Contractor to the Furniture. A list of such Furniture to be used at the Center by Contractor is described on the Furniture Schedule, attached hereto and incorporated herein as Exhibit "E". The Contractor reserves the right to inventory the Furniture and return any Furniture that is not required by Contractor. Upon the termination of this Interim Agreement, the Contractor's use of the Furniture shall be governed by the Operating Agreement or, in the event the Operating Agreement is not approved, the Furniture shall be retained exclusively by the City.

Contractor shall have no right to waste, destroy, demolish, or remove the Personal Property and furniture except as specifically provided for in this Interim Agreement or otherwise approved in writing by City. At the end of this Interim Agreement or upon earlier termination pursuant to the provisions of this Interim Agreement, the Personal Property of the Center shall become the property of the Contractor, unless such fixtures, equipment, furniture or other personal property is permanently affixed to the Center.

In the event this Interim Agreement is terminated pursuant to Section 200 or Section 711, the City agrees to assume the obligations of any leases for the equipment listed in the Equipment Schedule, Exhibit "D".

IV. **[§ 400] PERSONNEL**

[§41] A. **Selection and Salaries**

The Contractor agrees to secure, furnish, train and pay for all personnel as are reasonably necessary to be employed in the successful operation of the Center. Any and all employees and any and all volunteers of the Contractor, or other persons, while engaged in the performance of any work or services required by the Contractor under this Interim Agreement, shall not have any contractual relationship with the City. Any and all claims that may or might arise under the Worker's Compensation Act of the State of Nevada or similar act on behalf of said employees or other persons while so engaged in any work, or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

[§42] **B. Equal Opportunity, Americans With Disabilities Act
and Drug Free Workplace Act**

All persons employed or applying for employment with the Contractor shall: (a) have and be entitled to the full and equal benefit of all laws and proceedings for the security of persons and properties; (b) have and be entitled to equal employment opportunities devoid and free from bias, discrimination, harassment or intimidation because of race, color, religion, national origin, sex, age, physical/mental handicap, disability, or veterans status; and (c) be subject to like punishments, penalties, licenses, and exactions of every kind.

The Contractor as an employer is hereby required to provide equal employment opportunities to the end that all Contractor employees shall be recruited, appointed, assigned, and promoted solely upon the basis of a bona fide occupational qualification and individual merit and free from bias, discrimination, harassment or intimidation on account of race, color, religion, national origin, sex, age, physical/mental handicap, disability, or veterans status.

The Contractor shall also be familiar with and adhere to the specific provisions of the Americans With Disabilities Act of 1990 relating to Title I, Employment, and Title II, Public Services, and Drug Free Workplace Act. Additionally, the Contractor will ensure that any suppliers or subcontractors functioning under this Interim Agreement shall also be in compliance with the aforementioned titles.

[§43] **C. Staff Service Standards**

The Contractor further agrees as follows:

1. The Contractor agrees to furnish prompt, safe, efficient, and courteous service adequate and reasonable for the established services at the Center.
2. The Contractor agrees to furnish said service on a fair, equal, and nondiscriminatory basis to all users thereof.
3. The Contractor agrees that attendants shall wear appropriate attire and at all times shall present a neat and clean appearance. Such standards for attire shall be reviewed by the City.
4. The Contractor agrees to supervise attendants to ensure that they shall discharge their proper duties in a safe, courteous, and efficient manner to attain a high standard of safety and service to the public.
5. The Contractor agrees to use its best efforts

in every proper manner to maintain and develop the business conducted by it hereunder and to increase the same.

6. The Contractor agrees that employees involved in aquatic programs and activities have met the lifeguard and instructor minimum standards issued by the American Red Cross lifeguard and instructor certificate (or by any mutually agreed upon nationally acceptable standards).

7. The Contractor agrees to provide the required number of lifeguards per square foot of water area as issued by the American Red Cross (or as issued by mutually agreed upon nationally acceptable staffing standards).

8. The Contractor agrees that any employee of Contractor, whether a full-time, part-time employee or trainee, and whether or not paid, shall successfully pass a background investigation conducted by the Las Vegas Metropolitan Police Department or other appropriate law enforcement agency.

V. [§ 500] INDEMNITY, INSURANCE, BOND, TAXES AND LEGAL COMPLIANCE

[§51] A. Indemnification and Hold Harmless

Contractor agrees to indemnify, save harmless and defend the City from and against any and all claims, demands, actions, debts, liabilities, judgments, costs and attorney's fees arising out of, claimed on account of, or in any manner predicated upon the purported or asserted by virtue of the Contractor's management, operation and maintenance of the Center. The City shall not assume or be responsible for any indebtedness of Contractor. The Contractor shall conform to all safety regulations, i.e., O.S.H.A. and N.O.S.H.A. and requirements covering such premises in effect at any time during the performance of the Agreement. The Contractor agrees to take all necessary steps and precautions to prevent accidents and preserve the life and health of its employees performing or in any way coming in contact with performance of this Interim Agreement on such premises.

Contractor agrees to indemnify and save harmless the City, as well as its officers, employees and other persons lawfully present at the Center, from all loss and damage in any way sustained by it or them by reason of the performance of this Interim Agreement by the Contractor. In the event that the City, its officers, employees or other persons lawfully present at the Center shall be required to pay damages, judgments or workmen's compensation to any person, partnership or corporation on account of injury or death of persons or damage to or loss of property of any kind by reason of Contractor's performance of this Interim Agreement, or by reason of any negligence of the Contractor with regard thereto, or otherwise, causing or contributing to such injury, death, loss or damage, even though negligence of the City may have

contributed thereto, Contractor agrees to reimburse the City, its officers, employees or other persons lawfully present at the Center for any and all payments made by it or them by reason of any said matters, and Contractor agrees to pay for all loss of or damage to property belonging to the City or in its custody or under its control resulting from any of said causes; and in the event that any suit, action or other proceeding shall be brought against the City or its officers, employees or aforementioned other person arising as aforesaid, Contractor agrees, upon receipt of written notice within a reasonable time after the commencement of said suit, action or other proceeding to defend the same at Contractor's own cost and expense, and to pay the amount of any verdict of judgment rendered thereon.

[§52] **B. Employee Dishonesty**

The Contractor agrees to furnish an Employee Dishonesty Bond held by a company approved by the City, indemnifying the City against any dishonest acts of the Contractor or any of its employees, officers, or directors, individually or in collusion with others, which bond shall be in the amount of not less than One Hundred Thousand Dollars (\$100,000) for all key financial officers or employees and Twenty-five Thousand Dollars (\$25,000) for all other employees.

[§53] **C. Operating Reserve**

Contractor shall maintain throughout the term of this Interim Agreement an operating reserve (hereinafter referred to as "Operating Reserve") during this Interim Agreement in the principal sum of Twenty-five Thousand Dollars (\$25,000). The Operating Reserve shall guarantee performance of each term and condition of this Interim Agreement, and in the event of any breach of this Interim Agreement, the amount thereof shall be recoverable by the City for all damages resulting from failure of the Contractor to well and faithfully perform and observe any and all provisions of this Interim Agreement.

The Operating Reserve may take one of the following forms:

1. The Operating Reserve may take the form of a corporate surety bond issued by a company licensed to do business in the State of Nevada in a form approved by the City in the principal sum of Twenty-Five Thousand Dollars (\$25,000), naming the City as an insured.
2. The Operating Reserve may take the form of a deposit of cash in the amount of Twenty-Five Thousand Dollars (\$25,000) in a restricted Certificate of Deposit drawn against the account of the Contractor on such bank as the City shall approve, allowing for withdrawal only upon written consent of the City. All interest earned on such Certificate of Deposit shall be the property of the Contractor.
3. The Operating Reserve may take the form of

an irrevocable standby letter of credit in the amount of Twenty-Five Thousand Dollars (\$25,000) drawn against the account of the Contractor on such bank as the City shall approve. Said letter of credit shall be an unconditional and irrevocable letter of credit in favor of the City from a bank authorized to do business in Nevada, in form and substance satisfactory to the City Attorney of the City of Las Vegas. Further, said letter of credit shall be renewed at least thirty (30) days prior to its expiration, and the City shall be provided notice of said expiration.

[§54] **D. Insurance**

The Contractor shall procure and maintain continuously in effect during the term of this Interim Agreement policies of insurance of the kind and amount as follows:

1. The Contractor shall procure and maintain insurance of the kind and amount sufficient to cover any liability of the Contractor under the Industrial Insurance laws, NRS Chapter 616, of Nevada.

2. The Contractor shall procure and maintain comprehensive or commercial general liability insurance, including broad form endorsement and stop-gap (employer's liability endorsements) in minimum amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate combined single limit for personal injury, including death, and for property damage. Coverages thereunder shall include premises and operations liability, contractual liability, personal injury, owner's and contractors' protection, elevator liability, employer's liability, projects and completed operations coverage.

3. The Contractor shall procure and maintain "all-risk" insurance, including fire and extended coverage endorsements, in an amount not less than one hundred percent (100%) of the actual full replacement cost value of the Center to insure against loss or damage to the Center against the perils of fire, lightning, debris removal vandalism, malicious mischief, windstorm, theft, mysterious disappearance, and such other hazards and perils as are embraced and covered by "all-risk" endorsements in use in the State of Nevada. The Contractor shall also maintain business interruption or rental loss insurance (or the functional equivalent) in an amount which covers not less than twelve (12) months of the revenues attributed to the Center for a term that matches the term of the loan described in the Loan

Documents as defined in Section 701 of this Interim Agreement.

4. The Contractor shall procure and maintain auto liability insurance for claims for damage because of bodily injury or death of any persons or property, damage arising out of the ownership, maintenance or use of any motor vehicles of Contractor whether owned, hired or non-hired in an amount no less than One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury and property damage.

5. The Contractor shall procure and maintain products liability insurance in minimum limits of Two Million Dollars (\$2,000,000) for injury to or death of any one person; Two Million Dollars (\$2,000,000) for each accident or occurrence; Two Million Dollars (\$2,000,000) aggregate products for bodily injury liability, Two Million Dollars (\$2,000,000) for each accident or occurrence; and Two Million Dollars (\$2,000,000) aggregate products property damage liability.

Such insurance shall provide that the City is a named additional insured.

[§55] **E. General Insurance Requirements**

All insurance required in Section 504 shall be obtained from insurance companies licensed to do business in the State of Nevada. Contractor shall furnish the City policies evidencing all such insurance or a certificate or certificates of the respective insurers, stating that such insurance is in force and effect. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel it without endeavoring to give written notice to the City of at least thirty (30) days before the cancellation becomes effective. All policies or certificates of insurance shall be approved and determined by the City whether in compliance with this Interim Agreement. The insurance coverage herein required may be provided by a blanket insurance policy or policies. The Contractor shall provide the City with a certificate of insurance or other proof of insurance evidencing the Contractor's compliance with the requirements of this paragraph and shall file such proof of insurance with the City's Risk Management Office. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Contractor, including the rating and financial health of each insurance company providing coverage, is subject to the approval by the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher. Contractor shall furnish renewal certificates for the required insurance during the period of coverage required by this Interim Agreement. Contractor will furnish renewal certificates for the same minimum coverage as required by this Interim Agreement. If the renewal certificates are not provided, the City may declare the Contractor in default of its obligation under this Interim Agreement.

The City, its officers, employees, and volunteers must be expressly covered as insureds with respect to liability arising out of the activities by or on behalf of the named insured

in connection with this project, excluding professional liability insurance.

The Contractor's insurance shall be primary as respect to City, its officers, employees and City designated volunteers. Any other coverage (insurance or otherwise) available to City, its officers, employees and volunteers shall be excess over the insurance required of the Contractor and shall not contribute with it.

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed Ten Thousand Dollars (\$10,000). With evidence of financial worth this may be amended.

[§56] **F. City and Other Governmental Permits**

The Contractor shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City or any other governmental entity for the Center, including the Clark County Health District. The City shall exercise its best efforts to provide all assistance to the Contractor in securing these permits.

[§57] **1. Rights of Access**

For the purpose of assuring compliance with this Interim Agreement, representatives of the City shall have right of access to the Contract Area of the Center without charges or fees and at all times for the purpose of this Interim Agreement including, but not limited to, the inspection of the Center. Such representatives of the City shall be those who are designated by the City Manager's Office.

City reserves the right to enter the Contract Area of the Center for the purpose of making inspections including, but not limited to, inspections for Contractor's compliance with the provisions of this Interim Agreement, including all maintenance requirements and to take all steps as may be necessary or desirable for the safety, protection or preservation of the Center or the Land or as may be necessary or desirable for the operation or improvement of the Center or the Land or to comply with laws, orders or requirements of governmental authority.

[§58] **2. Local, State and Federal Laws**

The Contractor shall comply with all applicable laws, including all applicable federal and state labor laws.

[§59]

3.

Taxes, Assessments, Encumbrances and Liens (If Any)

The Contractor shall pay when due any applicable personal property taxes and assessments assessed and levied upon the Contractor throughout the term of this Interim Agreement. Nothing herein contained shall be deemed to prohibit the Contractor from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available to the Contractor with respect thereto; provided, such contest does not subject the Center or Common Area or any portion thereof to forfeiture or sale. Contractor shall collect and pay any applicable taxes including, but not limited to, sales and/or use taxes, excise taxes and payroll taxes which may arise by reason of the performance of this Interim Agreement and be assessed by the United States Government, any state government or any other governmental body.

[§510] G.

Damage or Destruction

In the event that during the term of this Interim Agreement (including any extension term) the Center shall in whole or in any part be damaged or destroyed by fire or other casualty, the Contractor shall effect the repair or restoration thereof with all reasonable diligence.

All insurance proceeds shall be dedicated to the repair and reconstruction of the Center unless the City determines the Center should not be rebuilt. If the City decides not to reconstruct the Center, the insurance proceeds shall be tendered to the City.

In the event the Contractor fails or refuses to repair or restore the Center as required by this Section 510, the City may then enter thereupon and undertake such repair or restoration at the City's sole expense, and the Contractor shall promptly reimburse the City upon demand for all reasonable costs and expenses incurred by the City for such repair or restoration.

VI. [§ 600]USE OF THE CENTER

[§61] A.

Uses

The Contractor covenants and agrees for itself, its successors, its assigns, and every successor in interest that during the term of this Interim Agreement, the Contractor, its successors, and its assignees shall apply the Center for use as a sports and recreation center and other uses ancillary thereto. The foregoing covenant shall run with the land and shall last for a period of the City's Lease with BLM.

[§62] B.

Obligation to Refrain From Discrimination

The Contractor covenants by and for itself and any successors in interest that there shall be no discrimination against any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, disability, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Center nor shall the Contractor itself or any person claiming under or through the Contractor establish or permit any such

practice or practices of discrimination with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Center. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

VII. [§700] DEFAULTS, REMEDIES AND TERMINATION

[§71] A. Defaults in General

Failure or delay by either party to perform any term or provision of this Interim Agreement constitutes a default under this Interim Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, connection, or remedy with reasonable diligence and during any period of curing shall not be in default.

The party claiming default shall give written notice of default to the party in default specifying the default complained of. Except as required to protect against further damages and except as otherwise expressly provided in Sections 707 and 708 of this Interim Agreement, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice, said thirty (30) days constituting the period to cure any default. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Interim Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

It is expressly understood and agreed that each of the covenants, promises, stipulations, and agreements of the parties hereto are an integral and indivisible part of the mutual consideration given by each of the parties to this Interim Agreement and that each covenant, promise, stipulation, and agreement of the parties shall be deemed and construed as material. It is further understood and agreed that failure, refusal or neglect for any reason whatsoever of either party to perform any of the covenants, promises, stipulations, or agreements to be performed by that party pursuant to the terms and provisions of this Interim Agreement shall constitute a material default on the part of that party, giving to the other party the right to exercise each and every of its remedies reserved in or under, or otherwise the right to enforce, this Interim Agreement in accordance with the provisions of this article and other provisions relating to default in this Interim Agreement.

[§72] B. Disputes Resolution

In the event either party cannot resolve differences with the other party, the aggrieved party may file a formal dispute with the other party and with the American Arbitration Association (AAA) under its Commercial Rules. AAA shall assign a single arbitrator within

thirty (30) calendar days of dispute notice, preferably one that is mutually agreed to between the parties. On the thirty-first (31st) calendar day, or next business day if holiday or weekend, the aggrieved party shall present its case. On the next business day following completion of the case presented by the aggrieved party, the defendant shall present its case. Upon completion, the arbitrator shall render a decision within five (5) business days. Such decision shall be final and entered into a court of competent jurisdiction. Arbitration costs shall be paid pursuant to pro-rata award. For example, a 50/50 decision would result in each party paying fifty percent (50%) of the arbitration costs. Regardless of outcome, neither party may collect for its own internal costs associated with this arbitration. Arbitration shall be conducted in Las Vegas and governed by the laws of Nevada.

[§73] **1. Institution of Legal Actions**

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default or recover damages for any default or to obtain any other remedy consistent with the purpose of this Interim Agreement. Such legal actions must be instituted in the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark, or in the United States District Court for the District of Nevada.

[§74] **2. Applicable Law**

The laws of the State of Nevada shall govern the interpretation and enforcement of this Interim Agreement.

[§75] **3. Acceptance of Service of Process**

In the event that any legal action is commenced by the Contractor against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

In the event any legal action is commenced by the City against the Contractor, service of process on the Contractor shall be made by personal service upon the Chief Executive Officer of the Contractor or in such other manner as may be provided by law and shall be valid whether made within or without the State of Nevada.

[§76] **C. Rights and Remedies Are Cumulative; Nonrecourse**

Except as otherwise expressly stated in this Interim Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

Notwithstanding anything to the contrary contained in this Interim Agreement, the City's recourse and security for those obligations shall be to terminate this Interim Agreement or any other implementation agreement, to seek damages or specific performance pursuant to

Sections 707 and 708 of this Interim Agreement.

Notwithstanding the foregoing, it is expressly agreed that the foregoing provisions shall not limit the Contractor's liability for:

1. Fraud or intentional misrepresentation made in, as an inducement for, or in connection with this Interim Agreement;
2. Failure to pay taxes or assessments or to pay charges for labor, materials, or other obligations, which failures result in the creation of liens against any portion of the Center;
3. The misapplication of:
 - a. The proceeds of any insurance covering any portion of the Center, but only to the extent the proceeds are so misapplied, or
 - b. Misappropriation of Center funds or fees; or
4. Conversion of Center Personal Property as defined in Section 314 of this Interim Agreement.

[§77] **D. Damages**

If the Contractor or the City defaults with regard to any of the provisions of this Interim Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured or commenced to be cured by the defaulting party within thirty (30) days after service of the notice of default, the defaulting party shall be liable to the other party for any damages caused by such default.

[§78] **E. Specific Performance**

If the Contractor or the City defaults under any of the provisions of this Interim Agreement, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured by the defaulting party within thirty (30) days of service of the notice of default, the nondefaulting party, at the nondefaulting party's option, may institute an action for specific performance of the terms of this Interim Agreement or for other equitable relief.

[§79] **F. Additional Remedies**

The City shall have the additional right, at City's option to invoke the following remedies:

1. In the event of the breach by the Contractor of the Maintenance Obligations set forth in Section 303 of this Interim Agreement, and in the event the Contractor shall fail to comply with any of those obligations, after thirty (30) days notice to comply, in addition to the other remedies set forth herein, the City may enter upon the Center and take all steps necessary to ensure compliance with those obligations. All work, labor and materials shall be charged to and paid for by the Contractor, plus a reasonable amount for the overhead of the City.

2. In the event a breach of this Interim Agreement is not cured within the cure period set forth in Section 701, the City shall have the right to declare this Interim Agreement terminated and so advise the Contractor of such termination in writing. Upon such termination, the City shall be entitled to receipt of the proceeds available from the Operating Reserve in place and as described in Section 503 of this Interim Agreement.

[§710] **G. Termination by the Contractor**

In the event the City is in breach of this Interim Agreement, which breach is not cured within the cure period set forth in Section 701 of this Interim Agreement, the Contractor, at the Contractor's option, may declare this Interim Agreement terminated by providing written notice to the City.

[§711] **H. Intentionally Omitted**

VIII. [§800] GENERAL PROVISIONS

[§81] **A. Notices, Demands and Communications Between the Parties**

Any legal notice or other formal communication required or permitted to be given under this Interim Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

CITY:

City of Las Vegas
Attention: City Manager
400 East Stewart Avenue
Las Vegas, Nevada 89101

CONTRACTOR:

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SOUTHERN
NEVADA
1050 West 4141 Meadows Lane
Las Vegas, Nevada 89107
Attention: CEO

Either party hereto may change its address for the purposes of this Section by giving written notice of such change to the other party in the manner provided for in this Section.

[§81] **B. Conflicts of Interest**

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Interim Agreement, nor shall any such member, official or employee participate in any decision relating to this Interim Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly involved, except that membership or volunteer services in the Contractor shall not disqualify any employee or official of the City of Las Vegas from participating in the activities described in this Interim Agreement.

[§82] **C. Warranty Against Payment of Consideration for Interim Agreement**

The Contractor warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Interim Agreement other than normal costs of conducting business and costs of professional services such as for architects, engineers and attorneys.

[§83] **D. Nonliability of City Officials and Employees**

No member, official or employee of the City shall be personally liable to the Contractor in the event of any default or breach by the City or for any amount which may become due to the Contractor or on any obligations under the terms of this Interim Agreement.

[§84] **E. Inspection of Books and Records**

The City has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the Contractor pertaining to the Center as pertinent to the purposes of this Interim Agreement.

The Contractor also has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the City pertaining to the Center as pertinent to the purposes of this Interim Agreement.

[§85] **F. Approvals by City and Contractor**

Wherever in this Interim Agreement the approval of the City or the Contractor is required, such approval shall not be unreasonably withheld.

[§86] **G. Attorney Fees**

In the event of any action or proceeding at law or in equity between the Contractor and the City to enforce any provision of this Interim Agreement or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing party and costs and fees incurred on appeal, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment.

[§87] **H. Independent Contractor and Non-Agent**

Contractor shall under no circumstances be considered as an agent or employee of the City and shall have no right or authority to, in any manner, obligate the City to any other person or company, except as authorized in writing by the City, and then limited to the scope permitted by the written authorization. Contractor shall be deemed an independent contractor only and this Interim Agreement shall not be construed to create a partnership or joint venture.

IX. [§900] SPECIAL PROVISIONS

[§91] **A. Amendments to This Interim Agreement**

The Contractor and the City agree to mutually consider reasonable requests for amendments to this Interim Agreement and any attachments hereto, which may be made by any of the parties hereto, lending institutions or consultants to the City and Contractor, provided such requests are consistent with this Interim Agreement and such attachments would not substantially alter the basic business terms included herein or therein.

[§92] **B. Intentionally Omitted**

[§93] **C. Computation of Time**

In computing any period of time prescribed or allowed under this Interim Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last calendar day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday. As used herein, "legal holiday" means a legal holiday recognized by the City on which the offices of the City are closed for City business.

[§94] **D. No Third-Party Beneficiary**

The provisions of this Interim Agreement are for the exclusive benefit of the City, the Contractor and their successors and assigns, and are not for the benefit of any third person; nor shall this Interim Agreement be deemed to have conferred any rights, express or implied, upon any third person except for provisions expressly for the benefit of a mortgagee or lender of the Contractor or its successors and assigns.

[§95] **E. Good Faith and Cooperation**

It is agreed by the City and the Contractor that it is in their mutual best interests and in the best interest of the public that the Center be operated and managed as herein agreed and, to that end, the parties shall in all instances cooperate and act in good faith in compliance with all of the terms, covenants, and conditions of this Interim Agreement and shall deal fairly with each other.

[§96] **F. Severability**

In case any one (1) or more of the provisions of this Interim Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Interim Agreement, but this Interim Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

[§97] **G. Headings**

The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Interim Agreement.

[§98] **H. Parties in Interest**

All terms and provisions of this Interim Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and by their respective successors in interest.

[§99] **I. Not a Lease**

The parties acknowledge that this Interim Agreement does not constitute a lease of the location, and City assumes no responsibility for taxes, repairs, or upkeep of the Center except for those maintenance obligations of the City as set forth in Section 304.

[§910] **J. Governmental Action**

In the event any governmental authority takes any action which inhibits or adversely affects the Center, or if a portion of the Center shall be acquired or condemned under threat of eminent domain or any other governmental power, or if any governmental authority

takes any action which causes or substantially contributes to a reduction in the use of the Center, either party shall have the right to terminate this Interim Agreement by giving sixty (60) days written notice to the other party or continue its operations on the balance of the location, if any, if mutually agreed to by both parties.

[§911] **K. Condemnation Award**

Contractor hereby covenants and agrees that should the Center or any part thereof or interest therein be taken or damaged by reason of any public improvement or condemnation proceeding or in any other manner ("Condemnation") or should Contractor receive any notice or other information regarding such proceeding, Contractor shall give prompt written notice thereof to City.

City shall be entitled to all compensation, awards, and other payments or relief therefor and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceeding. City shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds (the "Proceeds") are hereby assigned to City, and Contractor agrees to execute such further assignments of the Proceeds as City may require.

In the event any portion of the Center is so taken or damaged, City shall have the option, in City's sole and absolute discretion, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorney fees incurred by City in connection with such Proceeds, to apply such Proceeds to the restoration of the Center upon such conditions as City may determine.

[§912] **L. Intentionally Omitted**

[§913] **M. No Assignment**

It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of this Interim Agreement or its right, title or interest in or to the same, or any part thereof, without the previous written consent of the City but this provision does not affect the ability of Contractor to terminate this Interim Agreement by its own terms.

**X. [§1000] ENTIRE AGREEMENT, CONTRACTS,
 WAIVERS AND AMENDMENTS**

This Interim Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Interim Agreement comprises pages 1 through 28, inclusive, and Exhibits "A" through "E", attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Interim Agreement may be executed in any number of counterparts, and once so executed by all parties thereto, each such counterpart hereof shall be deemed to be an original

instrument, but all such counterparts together shall constitute but one (1) Interim Agreement.

This Interim Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Interim Agreement must be in writing and signed by the appropriate authorities of the City and the Contractor, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the Contractor.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Date

ASSOCIATION

YOUNG MEN'S CHRISTIAN
OF SOUTHERN NEVADA

By: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF NEVADA

ss.

COUNTY OF CLARK 

This instrument was acknowledged before me, a notary public, on this ____ day of _____, _____, by OSCAR B. GOODMAN, Mayor of the City of Las Vegas.

NOTARY PUBLIC, in and for said County and State
My Commission Expires:

STATE OF NEVADA

ss.

COUNTY OF CLARK 

This instrument was acknowledged before me, a notary public, on this ____ day of _____, _____, by _____, as _____ of the YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA.

NOTARY PUBLIC, in and for said County and State
My Commission Expires:

**AMENDMENT NO. 1 TO THE AGREEMENT
FOR THE OPERATION AND MANAGEMENT OF
DURANGO HILLS COMMUNITY CENTER**

THIS AMENDMENT NO. 1 (the "Amendment") is being entered into this 10th day of October, 2007, 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.

RECITALS

WHEREAS, the City and Contractor have entered into an agreement dated December 17, 2003, (the "Agreement") which provides for the operation and management of the Durango Hills Community Center (the "Center") by the Contractor; and

WHEREAS, at its meeting on December 17, 2003, the City Council approved the Agreement, including a verbal amendment to the written document that the City be responsible for the payment of all utility costs incurred by the Contractor in connection with the operation and management of the Center; and

WHEREAS, the City and the Contractor desire to modify the Agreement to incorporate the amendment approved by the City Council on December 17, 2003;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in the Agreement dated February 5, 2003, is hereby amended as follows:

1. **Section 304, "Maintenance Obligations of the City."** Extend the time period for the payment of the utility costs by the City.

DELETE:

"4. Maintain and be responsible for the payment of all utilities to the Contract Area for one year commencing on January 1, 2003, and expiring on December 31, 2003, unless otherwise agreed to by the parties of this Agreement is amended in writing."

INSERT:

"4. Assume responsibility for the payment of all utilities to the Contract Area commencing on January 1, 2003, and continuing through the duration of the Agreement, including all extensions thereto, unless otherwise agreed to in writing by the parties of this Agreement."

2. **General.** In the event of any conflict between the unmodified Agreement and this Amendment, the provisions of Amendment No. 1 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

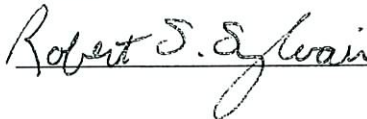
 10/10/07
KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:


BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

 9-21-07
Date

YOUNG MEN'S CHRISTIAN
ASSOCIATION OF SOUTHERN
NEVADA


MICHAEL A. LUBBE, President

"Contractor"

**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 10th day of February, 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 Contractor 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

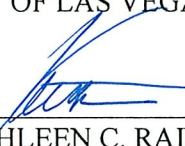
Delete: In its entirety.

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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

CITY OF LAS VEGAS

 2/6/08
KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

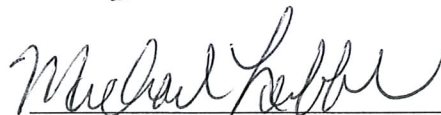
ATTEST:


BEVERLY K. BRIDGES, CMC
City Clerk BEVERLY K. BRIDGES CMC

APPROVED AS TO FORM:

 1-27-08
Date

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF SOUTHERN NEVADA


MICHAEL A. LUBBE, President

"Contractor"



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Las Vegas Field Office
4701 North Torrey Pines Dr.
Las Vegas NV 89130
www.blm.gov/nv/



NOV 19 2007

In Reply Refer to:
N-57555-01
2740 (NV-056)

City of Las Vegas, 4th Floor
Robin Yoakum, Real Estate & Utilities
Department of Field Operations
400 Stewart Ave.
Las Vegas, NV 89101

Dear Ms. Yoakum:

The Bureau of Land Management (BLM) Las Vegas Field Office has completed its review of the agreement entered into on October 10, 2007, between the City of Las Vegas and the Young Men's Christian Association (YMCA) of Southern Nevada entitled "Agreement regarding the payment of utilities for the Durango Hills Park and Community Center."

The agreement meets the intentions and is in conformance with the Recreation and Public Purposes Act, as amended (43 U.S.C. Sections 869 et seq.).

Any amendments to this agreement must also be approved by the BLM Las Vegas Field Office prior to implementation.

Sincerely

Mark R. Chatterton
Assistant Field Manager
Non-Renewable Resources

**AMENDMENT NO. 1 TO THE AGREEMENT
FOR THE OPERATION AND MANAGEMENT OF
DURANGO HILLS COMMUNITY CENTER**

THIS AMENDMENT NO. 1 (the "Amendment") is being entered into this 10th day of October, 2007, 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.

RECITALS

WHEREAS, the City and Contractor have entered into an agreement dated December 17, 2003, (the "Agreement") which provides for the operation and management of the Durango Hills Community Center (the "Center") by the Contractor; and

WHEREAS, at its meeting on December 17, 2003, the City Council approved the Agreement, including a verbal amendment to the written document that the City be responsible for the payment of all utility costs incurred by the Contractor in connection with the operation and management of the Center; and

WHEREAS, the City and the Contractor desire to modify the Agreement to incorporate the amendment approved by the City Council on December 17, 2003;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in the Agreement dated February 5, 2003, is hereby amended as follows:

1. **Section 304, "Maintenance Obligations of the City."** Extend the time period for the payment of the utility costs by the City.

DELETE:

"4. Maintain and be responsible for the payment of all utilities to the Contract Area for one year commencing on January 1, 2003, and expiring on December 31, 2003, unless otherwise agreed to by the parties of this Agreement is amended in writing."

INSERT:

"4. Assume responsibility for the payment of all utilities to the Contract Area commencing on January 1, 2003, and continuing through the duration of the Agreement, including all extensions thereto, unless otherwise agreed to in writing by the parties of this Agreement."

2. **General.** In the event of any conflict between the unmodified Agreement and this Amendment, the provisions of Amendment No. 1 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

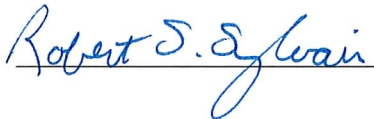
 10/10/07
KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

“City”

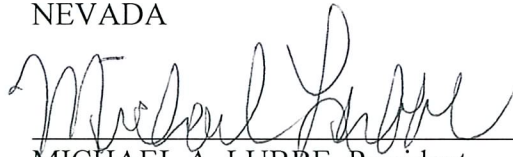
ATTEST:


BEVERALY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

 9-21-07
Date

YOUNG MEN’S CHRISTIAN
ASSOCIATION OF SOUTHERN
NEVADA


MICHAEL A. LUBBE, President

“Contractor”

Dracup Hills Community Center

Exhibit 2

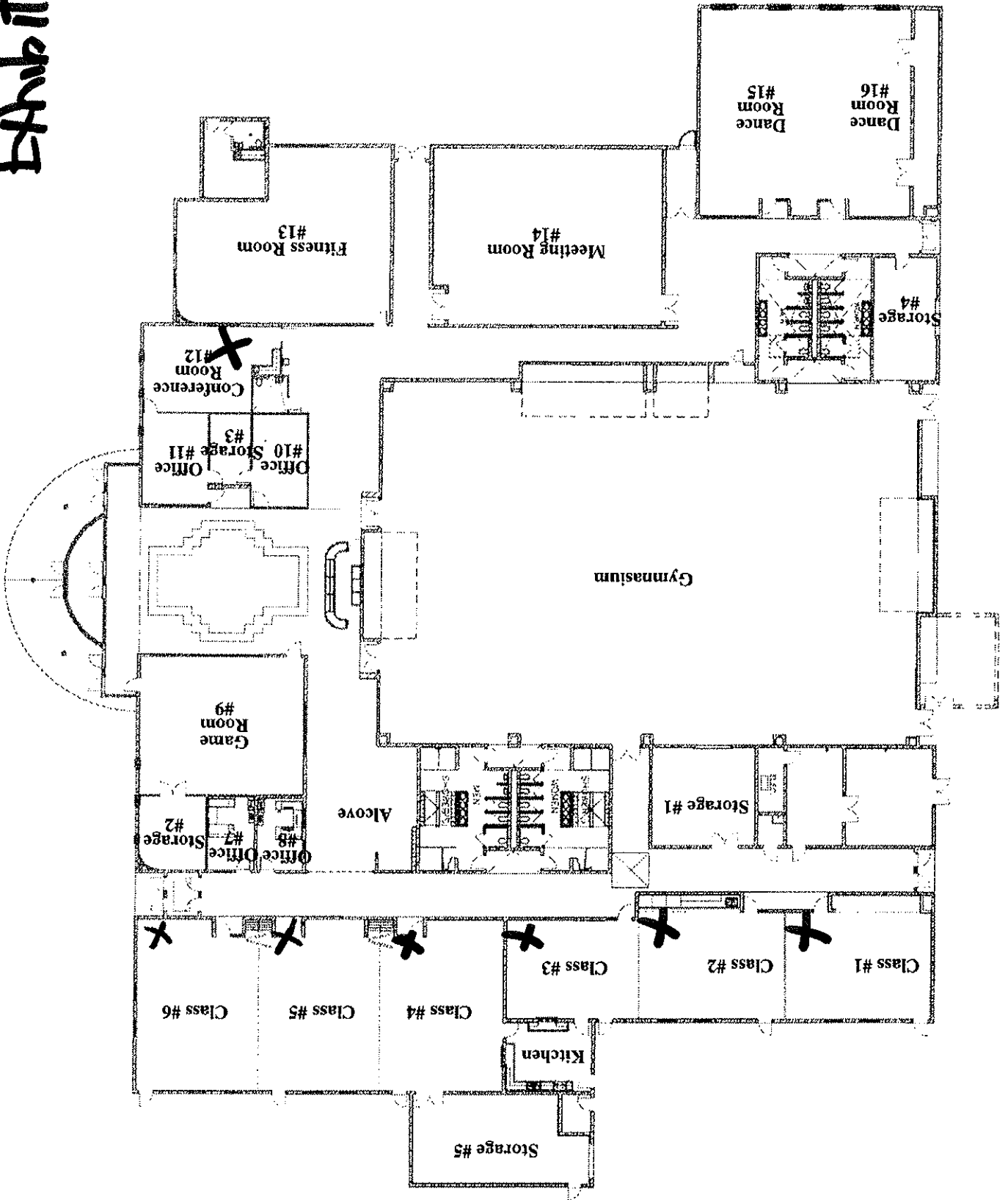


EXHIBIT “3”

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

“City” means the City of Las Vegas.

“City Council” means the governing body of the City of Las Vegas.

“Contracting Entity,” means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

“Principal” means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1 <u>Contracting Entity</u> Imagine School in the Valle Name: Imagine School in the Valle Address 3521 N. Durango Dr. Las Vegas, NV 89129 Telephone 702-287-4510 EIN or DUNS EIN: 20-4359631	Block 2 <u>Description</u> Subject Matter of Contract/Agreement License Agreement RFP#
---	---

Block 3	<u>Type of Business</u> ☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☒ Other: Charter School – Governing Board
----------------	---

Block 4 <u>Disclosure of Ownership and Principals</u> In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.
--

FULL NAME/TITLE		BUSINESS ADDRESS	BUSINESS PHONE
1.	Christina Fuentes, Pres	3521 N. Durango Dr. Las Vegas, NV 89129	
2.	Anne Barnes, Treasurer	3521 N. Durango Dr. Las Vegas, NV 89129	
3.	Vernon Law, VP	3521 N. Durango Dr. Las Vegas, NV 89129	
4.	Michael Pickett	3521 N. Durango Dr. Las Vegas, NV 89129	
5.	Beverly Moore	3521 N. Durango Dr. Las Vegas, NV 89129	

6.	Berta Norwood , Sec.	3521 N. Durango Dr. Las Vegas, NV 89129	
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled “disclosure of Principals – Continuation” until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: ____.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1 <u>Contracting Entity</u> YMCA of Southern Nevada	Block 2 <u>Description</u> Subject Matter of Contract/Agreement License Agreement
Name 4141 Meadows Lane Las Vegas, NV 89107	RFP#
Address 702-877-9622	
Telephone 88-0059266	
EIN or DUNS	

Block 3	<u>Type of Business</u>
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:	

Block 4	<u>Disclosure of Ownership and Principals</u> In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.
----------------	---

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Michael Lubbe	4141 Meadows Lane LV, NV	702-877-9622
2.		89107	
3.	YMCA Board of Directors - See attached list		
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled “disclosure of Principals – Continuation” until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 6.

YMCA OF SOUTHERN NEVADA
BOARD OF DIRECTORS

7/2009

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>FAX</u>
Baker, John	Harrah's Entertainment, Inc. SVP, Enterprise Effectiveness One Caesars Palace Drive Las Vegas, NV 89109 jobaker@harrahs.com	407-6324	
Bobak, Lisa	Soirées Catering and Events Owner 5165 W. Oquendo Road Las Vegas, NV 89118 soireeslisa@yahoo.com	364-0065 604-6834	364-8551
Bradley, Larry	Pro Group Management 175 East Reno, #C-9 Las Vegas, NV 89119 larrybradley@pgmnv.com	740-4380	740-4381
Campbell, Steven	Campbell Development Company 7912 West Sahara Avenue Las Vegas, NV 89117 scampbell@campbelldevelopmentco.com	835-0900	835-0911

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>FAX</u>
Crawford, Rick	Green Valley Grocery 1580 S. Jones Blvd. Las Vegas, NV 89146 rcrawford@gvgrocery.com	367-1539 367-0056	216-2150
Evans, Sean	WAL* MART District Manager Store 2837 4350 N. Nellis Blvd. Las Vegas, NV 89115 spevans@wal-mart.com	643-1417	643-6053
Fleming, Allan	General Manger Las Vegas Review-Journal P.O. Box 70 1111 W. Bonanza Road Las Vegas, NV 89125-0070 afleming@reviewjournal.com	383-0236	383-0402
Fraim, Richard	87 Princeville Lane Las Vegas, NV 89113 dfraim@cox.net	367-9610 592-8623 C	365-9831
Garcia, Joseph	President SR Construction 3579 Redrock Street Las Vegas, NV 89103 igarcia@srconstructionlv.com	877-6111	258-6326

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u> 355-0022	<u>FAX</u>
Glaser, Robert Treasurer	9741 Plateau Heights Place Las Vegas, NV 89144 rglaser60@aol.com		
Haller, Karen	Assistant General Counsel Southwest Gas Corp. 5241 Spring Mountain Road Las Vegas, NV 89150 karen.haller@swgas.com	364-3191	252-7283
Heinrich, Greg	President Fairway Chevrolet 3100 E. Sahara Avenue Las Vegas, NV 89104 gwhceo@aol.com	641-1401 558-2455 Henderson	641-8037
Jansen, William D.	Justice of the Peace Clark County Court 200 Lewis 8 th Floor Las Vegas, NV 89155 shros@clarkcountycourts.us	671-3381	671-3472
Keeton-Cardno, Lynda	Lynda R. Keeton CPA, LLC 375 N. Stephanie St. Bldg 2 Henderson, NV 89014 lcardno@keetoncpa.com	914-0253 ext 225	914-0293

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>FAX</u>
Little, Martin Secretary	Jolley, Uрга, Wirth & Woodbury 3800 Howard Hughes Parkway 16 th Floor Las Vegas, NV 89109 MAL@JUWW.com	699-7500 699-7516	699-7555
Mack, Michael	The Mack Group 7475 W. Sahara Avenue, #100 Las Vegas, NV 89117 mmack9@cox.net	362-1111 274-6225	317-3524
Martin, Rod Chairman	Majestic Realty 4155 W. Russell Road, #C Las Vegas, NV 89118 rmartin@majesticrealty.com	896-5564	896-4838
Martinez, Jeff	Martinez & Associates 6145 S. Rainbow Blvd. #105 Las Vegas, NV 89118 jeff@mtztax.com	524-9529 736-2208	736-6004
McGough, Rick	Credit One Bank 585 Pilot Road Las Vegas, NV 89118 RMcGough@creditone.com	269-1093 274-9882	269-1277

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>FAX</u>
Pate, Vince	EMBARQ 330 S. Valley View Las Vegas, NV 89107 Vincent.B.Pate@EMBARQ.com	244-6440 349-6440	244-6870
Price, Bryan	Flooring Solutions 2829 Synergy Street North Las Vegas, NV 89030 bryanfsi@msn.com	399-9003 429-6797	399-9004
Randazzo, Philip	Nevada Benefits 9505 Hillwood Drive, #100 Las Vegas, NV 89134 phil@nvbene.com	258-1995	995-0024
Seedig, Larry Past Chairman	USAA Savings Bank 3773 Howard Hughes Parkway #190N Las Vegas, NV 89109 larry.seedig@usaa.com	862-8891	862-8890
Stockton, Kevin	Centennial Hills Hospital Medical Center 6900 N. Durango Las Vegas, NV 89131 Kevin.Stockton@uhsinc.com	835-9701	835-9780
Thomas, David	G. Dallas Horton & Associates Associate Attorney 4435 South Eastern Avenue Las Vegas, NV 89119 mfries@gdallashorton.com	380-3100	385-3101

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>FAX</u>
Thomas, Jason	Fair, Anderson & Langerman 3065 S. Jones Blvd., #100 Las Vegas, NV 89146 Jason@falcpa.com	870-7999	870-7342
Velarde, Jerry	Nevada Financial Consulting 601 Proud Eagle Lane Las Vegas, NV 89144 JerryVelarde@gmail.com	562-0500 521-9600	243-2271
Watkins, Michael	Touchpoint 6585 High Street, #115 Las Vegas, NV 89113 mwatkins@touchpointtrma.com	270-8772	968-8617