Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and Adcock Elementary School - Youth Council

THIS AGREEMENT is made and entered into this 26 day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Adcock Elementary School - Youth Council** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **6350 Hyde Avenue**, Las Vegas, Nevada **89107**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):


The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.


The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars** ($ **1000**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **[Adcock Elementary School - Youth Council]**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Adcock Elementary School - Youth Council, "Subrecipient"

Susan Mazzei, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Adcock Elementary School - Youth Council** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   To beautify the school and create a safe pathway for students to exit school at the end of the day.

   Tasks to be Performed:

   - Beautify and clean the pathway area;
   - Take measurements of the pathway area;
   - Purchase materials needed to complete project.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Susan Mazzei, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
5	Paving Stones flat rock style resin	60	300		200	500
10	Sand	10	100			100
40	Plants	5.	200			200
2	Benches	200	400			400
1	Celebration (Pizza, soda)	100	0		100	100

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Adcock Elementary School - Youth Council**
Project Title:	**Earth Day Pathway**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and CSNHS - National Honor Society

THIS AGREEMENT is made and entered into this 15th day of **February**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **CSNHS - National Honor Society** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **2121 Calm Sea Avenue**, Las Vegas, Nevada **89106**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☒ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars** ($ **1000**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

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3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

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3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

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(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

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FOR THE SUBRECIPIENT: [**CSNHS - National Honor Society**]

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9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

CSNHS - National Honor Society, "Subrecipient"

Mark McClanahan, Project Leader

ATTEST:

Approved as to form:

2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **CSNHS - National Honor Society** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Assemble hygiene kits for low income children.

   Tasks to be Performed:

   - Identify items to be included in kits;
   - Purchase items to include in kits;
   - Create kits and deliver kits.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Mark McClanahan, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
150	SHAMPOO	$1	$150			$150
150	CONDITIONER	$1	$150			$150
140	TOOTHBRUSHES	$1	$140			$140
140	TOOTHPASTE	$1	$140			$140
140	SOAP	$1	$140			$140
140	FLOSS	$1	$140			$140
140	WASHCLOTHS	$1	$140			$140

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**CSNHS - National Honor Society**
Project Title:	**Operation School Bell**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and CSNHS - Student Council

THIS AGREEMENT is made and entered into this 28th day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **CSNHS - Student Council** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **10304 Carolina Hills Avenue**, Las Vegas, Nevada **89144**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☒ N/A The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☒ N/A The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **Nine Hundred Ninety-Six Dollars** ($ **996**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **[CSNHS - Student Council]**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

CSNHS - Student Council, "Subrecipient"

Kathleen Dye

Kathleen Dye, Project Leader

ATTEST:

Approved as to form:

Robert Sylvia 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **CSNHS - Student Council** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$996** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Make blankets for homeless CCSD students.

   Tasks to be Performed:

   - Coordinate dates and time with volunteers and school staff;
   - Purchase supplies needed for project;
   - Make delivery to participating students of Operation School Bell.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Kathleen Dye, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
200	Fleece Blankets	6.30	995.40		264.60	1260.00

EXHIBIT C and D

Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**CSNHS - Student Council**
Project Title:	**Wrap it up for School Bell**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement Between the City of Las Vegas and Fostering Kids at Work

THIS AGREEMENT is made and entered into this 21ST day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Fostering Kids at Work** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **3508 Lockport Street**, Las Vegas, Nevada **89129**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

N/A ☑ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

N/A ☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars** (**$ 1000**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

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6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: [**Fostering Kids at Work**]

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

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9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

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(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Fostering Kids at Work,
"Subrecipient"

Tammy Wilder, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Fostering Kids at Work** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Youth will lead an activity booth at a foster child spring event.

   Tasks to be Performed:

   - Identify and secure location for project;
   - Purchase supplies needed for project;
   - Create informational packets.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Tammy Wilder, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
300	Single Pocket Folders	.25	75.00			75.00
10	Package of Colored Paper	6.00	60.00			60.00
2	Ink Cartriages	25.00	50.00			50.00
10	Package of Colored Envelopes	6.00	60.00			60.00
2	Cases of White Paper	32.00	64.00			64.00
5	Packages of Sharpies	6.00	30.00			30.00
2	Boxes of Busi. Cards	30.00	60.00			60.00
11	Packages of AstroBrite Paper	6.00	66.00			66.00
10	Baby Chick Craft	1.50	15.00			15.00
10	Design Your Own Eggs	7.50	75.00			75.00
10	Scratch Eggs	5.00	50.00			50.00
10	Easter Pin	4.00	40.00			40.00
10	Pastel Quilt Piece	19.00	190.00			190.00
10	Bunny Photo	5.50	55.00			55.00
10	Paper Bunny Plate	6.00	60.00			60.00
10	Bunny Clip	5.00	50.00			50.00
	TOTALS		1000			1000

Office Max

Oriental Trading

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Fostering Kids at Work**
Project Title:	**An Eggcellent Day For All**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and Garside Middle School - Quilt Club

THIS AGREEMENT is made and entered into this 21 day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Garside Middle School - Quilt Club** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **300 S. Torrey Pines Drive**, Las Vegas, Nevada **89107**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

N/A CP

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars** ($ **1000**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

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(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

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(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Garside Middle School - Quilt Club, "Subrecipient"

Denice Poole

Denice Poole, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Garside Middle School - Quilt Club** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:
Make quilts to give to babies/toddlers who are homeless or separated from their parents.

Tasks to be Performed:

- Design & create quilts to give away;
- Share handiwork at Math Family Nights; Present finished quilts at Awards Night to our Liaison who will in turn give them to charity for the young children;
- Visit expert quilt-maker to increase knowledge and gain more creative ideas;

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers and volunteer hours
- Number or parents and students participating
- Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Denice Poole, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
4-5	sewing machines (cleaning service)	$150.00	$600.00			$600.00
30 yds.	fabric prints	5.00	150.00			150.00
1 roll	roll of quilt batting	80.00	80.00			80.00
5 spools	thread (white, natural, black)	10.00	10.00			10.00
5 pkgs.	quilting pins, quilt safety pins, sewing needles	5.00	25.00			25.00
1	iron, steam	40.00	40.00			40.00
5	Olfa brand rotary blade replacements	9.00	45.00			45.00
2 boxes	ziploc type bag (12 total)	5.00		10.00		10.00
8 +	quilting squares and rulers	15.00		120.00		120.00
4	use of sewing machines	800.00		3200.00		3200.00
50 yds.	fabric we have now	5.00		250.00		250.00
1	iron, steam	40.00		40.00		40.00
1	end of year celebration	50.00	50.00			50.00
20	skeins of yarn	4.00		80.00		80.00
	Club funds				200.00	

EXHIBIT C and D

Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Garside Middle School - Quilt Club**
Project Title:	**Stitches of Love**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement Between the City of Las Vegas and Mirabelli - S.W.A.T.

THIS AGREEMENT is made and entered into this 21st day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Mirabelli - S.W.A.T.** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **6200 Hargrove Avenue**, Las Vegas, Nevada **89107**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☒ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **Five Hundred Fifty-Four Dollars** (**$ 554**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **[Mirabelli - S.W.A.T.]**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Mirabelli - S.W.A.T.,
"Subrecipient"

Jill Sinnott, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Mirabelli - S.W.A.T.** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$554** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Family event to include Easter egg hunt and other games for all ages.

   Tasks to be Performed:

   - Plan, organize, and advertise event;
   - Purchase supplies;
   - Build & review games; fill eggs with candy.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Jill Sinnott, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
1	Holiday tops	$ 6.00				$ 6.00
1	Pop-up figures	$ 8.00				$ 8.00
1	yo-yo's	$10.00				$ 10.00
1	finger puppets	$10.00				$ 10.00
1	Bubbles	$ 30.00				$ 30.00
1	Small toys/carnival prizes	$ 10.00				$ 10.00
1	chocolate candy, mixed	$ 35.00				$ 35.00
1	Tootsie rolls	$ 16.00				$ 16.00
1	Candy assortment	$ 8.00				$ 8.00
1	Hard candy assortment	$ 25.00				$ 25.00
1	Rubber Bracelets	$ 5.00				$ 5.00
5	mini animals/Beanie babies	$ 1.00				$ 5.00
5	Water bottles	$ 1.00				$ 5.00
5	mugs	$ 1.00				$ 5.00
5	Large Stuffed animals	$ 5.00				$ 25.00
5	electronic games	$ 5.00				$ 25.00
1	face painting kit	$ 5.00				$ 5.00
1	Brushes	$ 1.00				$ 1.00
2	Cupcakes	$ 8.00				$ 16.00
10	Beanbags	$ .50				$ 5.00
10	Bandannas	$ 1.00				$ 10.00
1	Lolly pops	$ 7.50				$ 7.50
1	Window Stickers	$ 1.00				$ 1.00
5	Streamers	$ 3.00				$ 15.00
1	Banners	$ 7.00				$ 7.00
15	Napkins	$ 1.00				$ 15.00
15	plates	$ 1.00				$ 15.00
6	Activity books	$ 1.00				$ 6.00
58	Plastic eggs	$ 1.50				$ 87.00
2	Giant inflatible bunny/chick	$ 30.00				$ 60.00
5	Haystacks	$ 15.00				$ 75.00
	TOTALS					~~$881.50~~ 553.50

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Mirabelli - S.W.A.T.**
Project Title:	**Flashlight Egg Hunt**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and Mirabelli - Youth Council

THIS AGREEMENT is made and entered into this 21st day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Mirabelli - Youth Council** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **6200 Hargrove Avenue**, Las Vegas, Nevada **89107**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☒ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **Seven Hundred Sixty-Six Dollars** ($ **766**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

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6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **[Mirabelli - Youth Council]**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Mirabelli - Youth Council, "Subrecipient"

Jill Sinnott, Project Leader

ATTEST:

Approved as to form:

Robert Sylvia 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Mirabelli - Youth Council** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$766** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:
Fundraiser for the Ronald McDonald House, to include ice cream & bake sale, blanket auction and other activities.

Tasks to be Performed:

- Purchase supplies to make blankets;
- Purchase food & drink;
- Advertise & prepare for event.

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers and volunteer hours
- Number or parents and students participating
- Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Jill Sinnott, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
2	Fabric Cutter	$10	10	10		20
60 yds	Fleece	$6 per yd	360			360
2	Jar Chopped Nuts	5	10			10
1	Bucket Cherries	16	16			16
15	Root Beer	79¢	11.85			11.85
15	7-up	79¢	11.85			11.85
3	Sherbert	5	15			15
5	Ice Cream Cones	1.16	5.80			5.80
8	Bunches of Bannas	2.16	17.28			17.28
5	Marshmallow Cream	1.64	8.20			8.20
12	Cans Whipped Cream	1.10	13.20			13.20
3	Carmel	2.64	7.92			7.92
3	Jars Sprinkles	1.94	5.82			5.82
3	Fudge Topping	1.94	5.82			5.82
5	Chocolate Ice Cream	6	30			30
3	Strawberry Ice Cream	6	~~18~~			~~18~~
10	Vanilla Ice Cream	6	60			60
3	Bag of Cookies	2.16	6.48			6.48
4	Cotton Candy	8		32		32
7	Banana Bread	6		42		42
3	Brownies	2		6		6
2	Snickerdoodle	4		8		8
3	Cupcakes	10	30			30
5	Bowls	10	50			50
5	Ice Cream Scoops	4	20			20
8	Cups	2.50	~~19~~ 20			19
2	Water Bottles	16	32			32
1	Spoon	15		15		15
2	Napkins	7		14		14
4	Table Cloths	5		20		20
	Decorations	Varies			200	
	TOTALS		~~764.25~~ 765.22	147	200	~~911.25~~ 912.22

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Mirabelli - Youth Council**
Project Title:	**The Ice Cream Social Extravaganza**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement Between the City of Las Vegas and Warren Elementary School - Kids Teaching Kids

THIS AGREEMENT is made and entered into this 2 day of **February**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Warren Elementary School - Kids Teaching Kids** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **6451 Brandywine Way**, Las Vegas, Nevada **89107**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☒ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **Nine Hundred Eighty-Three Dollars** ($ **983**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

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In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

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(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

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(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

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As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

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FOR THE CITY: City of Las Vegas
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FOR THE SUBRECIPIENT: [**Warren Elementary School - Kids Teaching Kids**]

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

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9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Warren Elementary School - Kids Teaching Kids,
"Subrecipient"

Derek Stevens, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Warren Elementary School - Kids Teaching Kids** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$983** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Restore, beautify and enhance the side of the school facing the neighborhood.

   Tasks to be Performed:

   - Remove trash & debris;
   - Clean walls prior to painting;
   - Hang new planters.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Derek Stevens, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
8	Kilz 2 Latex Sealer/Primer	14.69				117.52
12	Glidden 1 Gallon Exterior Paint	18.47				221.64
10	Cobra Co 14in Hanging Growers	6.98				69.80
5	Cobra Co 14in Kingston Growers	16.98				84.90
6	Garden Scene 24in Window Box	6.58				39.48
10	Miracle Grow Garden Soil	7.47				74.70
20	Various Plants	10.00				200.00
	Various Plants			possible donation waiting for response		
20	3 Piece Economy Brush Set	5.97				119.40
6	Hold All 12in Planter Bracket	5.96				35.76
10	Hold All Extender Hooks	1.98				19.80
~~5~~	~~Cobra Co 14in Hanging Growers~~	~~6.98~~				~~33.90~~

EXHIBIT C and D

Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Warren Elementary School - Kids Teaching Kids**
Project Title:	**From Alley to Main Street (Make a Difference Day)**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and Veterans Memorial - Youth Council

THIS AGREEMENT is made and entered into this 8 day of **February**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Veterans Memorial - Youth Council** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **101 N. Pavilion Center Drive**, Las Vegas, Nevada **89144**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

N/A SE

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **Nine Hundred Thirty-Seven Dollars** (**$ 937**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: [**Veterans Memorial - Youth Council**]

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

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9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Veterans Memorial - Youth Council, "Subrecipient"

Gerardo Luevanos

Gerardo Luevanos, Project Leader

ATTEST:

Approved as to form:

Robert Sylvester 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Veterans Memorial - Youth Council** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$937** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:
Youth will plan a "Senior Prom" to include dance competitions, raffles, and plenty of fun & games for the seniors.

Tasks to be Performed:

- Plan & coordinate event;
- Create & distribute flyers;
- Make decorations; organize photos & documentary.

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers and volunteer hours
- Number or parents and students participating
- Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Gerardo Luevanos, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
6	heart shaped balloons	3.00	18.00			18.00
3	streamers	5.00	15.00			15.00
4	luncheon set (50 piece)	4.00	16.00			16.00
3	heart cutouts	4.00	12.00			12.00
2	rose garland	2.00	4.00			4.00
5	heart bubble bottles	5.00	25.00			25.00
3	plastic rose petals	4.00	12.00			12.00
5	heart shaped confetti	4.00	20.00			20.00
5	fiesta lanterns	10.00	50.00			50.00
4	heart garland	4.00	16.00			16.00
2	kindness coins	5.00	10.00			10.00
6	sandwich trays	7.00	42.00			42.00
5	chips	4.00	20.00			20.00
3	water	7.00	21.00			21.00
2	cookie trays	3.00	6.00			6.00
4	fruit trays	5.00	20.00			20.00
4	vegetable trays	5.00	20.00			20.00
4	brownies	4.00	16.00			16.00
5	punch	4.00	20.00			20.00
2	coffee	7.00	14.00			14.00
4	crowns	3.00	12.00			12.00
5	light bulb candles	10.00	50.00			50.00
4	music cd (prizes)	10.00	40.00			40.00
4	sport bags (prizes)	10.00	40.00			40.00
4	water bottles (prizes)	2.00	8.00			8.00
4	small weights (prizes)	15.00	60.00			60.00
1	DJ	200.00	200.00			200.00
2	changing lights	20.00	40.00			40.00
1	bag of rhinestones	20.00	20.00			20.00
5 yrds	satin material (5 yards)	20.00	20.00			20.00
1	blank cds (for documentary)	20.00	20.00			20.00
5	decorated paper	10.00	50.00			50.00
	TOTALS					~~$987.00~~

937

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Veterans Memorial - Youth Council**
Project Title:	**Cupid Shuffle Active Senior Prom**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and Bracken Youth Council

THIS AGREEMENT is made and entered into this 21 day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Bracken Youth Council** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **2900 E. Stewart Avenue**, Las Vegas, Nevada **89115**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **Nine Hundred Eighty-Four Dollars** (**$ 984**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **[Bracken Youth Council]**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Bracken Youth Council,
"Subrecipient"

Claudette Viramontes, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Bracken Youth Council** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$984** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Will provide basics for kids attending school and teach them about the flu.

   Tasks to be Performed:

   - Purchase items needed for project;
   - Organize items and make gift bags;
   - Set up for a flu class and hand out gift bags to the students.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Claudette Viramontes, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
153	Toothbrush & toothpaste	$1	153.00			153.00
51	3 pack wipes	$1	51.00			51.00
76	2 pack sanitizers	$1	76.00			76.00
153	gift baskets	$1	153.00			153.00
15pkg	socks	5.99	89.85			89.85
10 pkg	girl underwear	8.99	89.90			89.90
11 pkg	boy underwear	4.59	50.49			50.49
16	unisex shoes	19.99	~~336.76~~			336.76
3	DVD's	10.00	319.84	30.00		30.00

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Bracken Youth Council**
Project Title:	**Operation Sanitize**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement Between the City of Las Vegas and Critical Kondition Dance

THIS AGREEMENT is made and entered into this 4th day of **February**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Critical Kondition Dance** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **4730 E. Craig Road #2187**, Las Vegas, Nevada **89115**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

N/A. S.T.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars** ($ **1000**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

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In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

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3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

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(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

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9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Critical Kondition Dance, "Subrecipient"

Shawina Tims, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Critical Kondition Dance** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Beautify the community center to include new paint and updates to kitchen area.

   Tasks to be Performed:

   - Purchase items needed for project;
   - Paint senior center;
   - Host a luncheon for the seniors.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Shawina Tims, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
5gal	PAINT	15	75			75
5gal	PAINT TRIM	15	75			75
20	Brushes	50	50			50
5	FLOOR MATS	25	25			25
1 rolls	TAPE	25	25			25
1	MICROWAVE	50	50			50
1	TOASTER	25	25			25
1	Coffee POT/MAKER	25	25			25
1	TEA DUPENSER	25	25			25
	Kitchen DECOR	100	100			100
	(PAINTINGS, Towels, Rugs					
	etc Canisters)					
	SALAD Trimmings/dressing	50	50			50
2 bags	SALAD	8	16			16
2 bags	SALAD	6	12			12
2 bag	Rolls	7	14			14
1 tray	Chicken wings	50	50			50
1 tray	Chicken drum	50	50			50
5gal	Punch/water (5 cases)	30	30			30
	cookies/Dessert	40	40			40
	Devil eggs appetizers	73	73			73
	SALAD Ingredients	50	50			50
8	paper plates	100	8—			8—
150	cups	10—	10—			10—
150	SPOONS	10—	10—			10—
150	FORKS	10—	10—			10—
10	NAPKINS (20 pack)	100	10—			10—
4	DRAWING (gift cards)	25/50			100-	100
100	Flower bouquets	100	100			100
VARIOUS	NON-perishable			500		500
		TOTALS	1008	500	100	1608

EXHIBIT C and D

Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Critical Kondition Dance**
Project Title:	**Serendipity**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement Between the City of Las Vegas and Fremont Middle School - Fremont Family Writing Project

THIS AGREEMENT is made and entered into this 29 day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Fremont Middle School - Fremont Family Writing Project** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **1048 Franklin Avenue**, Las Vegas, Nevada **89104**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☒ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☒ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars** (**$ 1000**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project

shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **[Fremont Middle School - Fremont Family Writing Project]**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Fremont Middle School - Fremont Family Writing Project, "Subrecipient"

Arthur Kelly, Project Leader

ATTEST:

Approved as to form:

2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Fremont Middle School - Fremont Family Writing Project** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Publish an anthology of writing and art about the lives of their families as community members.

   Tasks to be Performed:

   - Painting tiles & writing;
   - Students will edit, revise, and translate writings;
   - Print pages & organize anthology.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Arthur Kelly, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
300	tiles	$3		$900		$900
Variable	paints, brushes, etc	varies		$300		$300
100	Family Mural Anthologies	$10	$1000			$1000
4	stipends	$250			$1000	$1000

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Fremont Middle School - Fremont Family Writing Project**
Project Title:	**Our Lives in Words and Pictures**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and Lunt Elementary School - Lunt Leadership

THIS AGREEMENT is made and entered into this 10th day of **February**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Lunt Elementary School - Lunt Leadership** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **2701 Harris Avenue**, Las Vegas, Nevada **89101**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

B.f. N/A ☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

B.f. ☒ N/A The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **Two Hundred Fifty-Three Dollars** (**$ 253**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **[Lunt Elementary School - Lunt Leadership]**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Lunt Elementary School - Lunt Leadership,
"Subrecipient"

Barbara Lenox, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Lunt Elementary School - Lunt Leadership** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$253** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:
Students will give back to the community for all the support that has been given to their school by the Seniors, Veterans, and Firefighters. Students will collect & deliver much needed supplies to the neighborhood animal shelter, visit the Senior Centers

Tasks to be Performed:

- Holiday Bake Sale; Veteran Visit-Ornament & Stories; Animal Shelter Goods Collection;
- Senior Center Valentines;
- Send Fire Department "Thank You" Cards & Cookies.

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers and volunteer hours
- Number or parents and students participating
- Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Barbara Lenox, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
10	cake mix	3.00	30 -			30.00
4	dozen eggs	2.00	8 -			8.00
4	cake pans	4.00	16 -			16.00
4	spatculars	8.00	32 -			32.00
2	PAM	3.50	7 -			7.00
2	vegetables oil	2.00	4 -			4.00
2	cupcake pans	10.00	20 -			20.00
15	cookie mix	3.00	45 -			45.00
4	cookie sheets	3.00	12 -			12.00
1	ornaments pk 24	10.00	10 -			10.00
4	pack of construction paper	5.00		20.00		
6	stickers	1.50	9 -			9.00
5	glitter pack	5.00	25 -			25.00
10	pack of markers	3.50	35 -			35.00
30	scissors	1.00		30.00		
30	glue	.70		21.00		
	TOTALS		253	71.00		~~253.00~~ 324 -

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Lunt Elementary School - Lunt Leadership**
Project Title:	**Leadership in the Community**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement Between the City of Las Vegas and Police Athletic League (PAL)

THIS AGREEMENT is made and entered into this 21st day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Police Athletic League (PAL)** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **3065 S. Jones Blvd., Suite 200**, Las Vegas, Nevada **89146**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

N/A mk

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **Nine Hundred Ninety-Nine Dollars** (**$ 999**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

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In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

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5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

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the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

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As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

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9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Police Athletic League (PAL), "Subrecipient"

Melissa Lardomita 1-21-10
Melissa Lardomita, Project Leader

ATTEST:

Approved as to form:

Robert Sylvestri 2-16-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Police Athletic League (PAL)** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$999** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Will hold 4 separate "Family Nights" at the community center with various activities.

   Tasks to be Performed:

   - Purchase arts & craft supplies.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Melissa Lardomita, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
84	arts n' craft projects, (4 will be made as examples) + glue, scissors, etc	$5.00	$420.00			$420.00
84	juice boxes	.50	$42.00			$42.00
84	pizza servings (4 will be for teen mentors)	$3.00	$252.00			$252.00
1	camera			donated to project		
1	memory card	$20.00	$20.00			$20.00
84	plates			donated by PAL $5.00		
	gloves to serve pizzas			donated by PAL $5.00		
	hand sanitizer			donated by PAL $3.00		
12	uniform t-shirts for teen mentors with "we are the future" on them	$10.00	$120.00			$120.00
	Donated clothes for clothing drive			estimated value: $1000		
	Donated shoes for shoe drive			estimated value $1000		
	Donated Books for book drive			estimated value $1000		
	Donated Toys for toy drive			estimated value $1000		$120.00
4	Recognition plaques for teen mentors	$30.00	$120.00			
1	Box of blank DVDs	$25.00	$25.00			$25.00
	TOTALS		$999.00	Est. $4,013.00		$999.00

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Police Athletic League (PAL)**
Project Title:	**We are the Future**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement Between the City of Las Vegas and Team Millennium Kids Club

THIS AGREEMENT is made and entered into this 21st day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Team Millennium Kids Club** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **830 N. Lamb Blvd. #10**, Las Vegas, Nevada **89110**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☑ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **Two Hundred Dollars** (**$ 200**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **[Team Millennium Kids Club]**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Team Millennium Kids Club, "Subrecipient"

Colette Jordan Gomez 1/21/10
Colette Jordan Gomez, Project Leader

ATTEST:

Approved as to form:

Robert Sylvan 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Team Millennium Kids Club** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$200** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Older children will teach the younger children the importance of good sportsmanship and good will towards neighbors.

   Tasks to be Performed:

   - Purchase Foosball Table;
   - Advertise Event; Sign-up Mentors & Participants;
   - Host a Foosball Tournament

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Colette Jordan Gomez, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
1	Foosball Table	300.00	200.00		100.00	300.00
175	news letters	.20		35.00		35.00
1	Celebration Party/ refreshments	250.00		250.00		250.00

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Team Millennium Kids Club**
Project Title:	**Foosball Tournament**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and Becker Community School - Youth Council

THIS AGREEMENT is made and entered into this 4 day of February, ~~January~~ SP 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Becker Community School - Youth Council** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **3316 Hidden Ridge Street**, Las Vegas, Nevada **89129**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☒ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars** (**$ 1000**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

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An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

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(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

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6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

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If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: [**Becker Community School - Youth Council**]

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

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9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

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(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Becker Community School - Youth Council, "Subrecipient"

Shelby Fall, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Becker Community School - Youth Council** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Clean up trash and graffiti in the local park.

   Tasks to be Performed:

   - Recruit for more volunteers;
   - Purchase supplies needed for clean up;
   - Collect donations and separate recyclables.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Shelby Fall, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
13	Cans of Paint	30.00	240.00	150.00		~~240.00~~ 390
10	Paint Rollers	10.00	50.00	50.00		~~50.00~~ 100
2	Boxes of Trash Bags	10.00	20.00			20.00
10	Pairs of Gloves	10.00	100.00			100.00
4	Sheets of Plastic	15.00	60.00			60.00
10	Paint Brushes	8.00	40.00	40.00		~~40.00~~ 80
10	Paint Buckets & Pans	10.00	100.00			100.00
2	Paint Thinner	10.00	20.00			20.00
5	2 liters of Soda	2.00	10.00			10.00
4	Cookies & Chips	5.00	0.0	20.00		0.0
10	Pizzas	10.00	100.00			100.00
4	Water & Gatoraide	10.00	0.0	40.00		0.0
20	T-Shirts	10.00	200.00			200.00
1	Awards & Certificates	60.00	60.00			60.00

EXHIBIT C and D

Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Becker Community School - Youth Council**
Project Title:	**Project Clean-Up**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and Lummis Elementary School

THIS AGREEMENT is made and entered into this 21ST day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Lummis Elementary School** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **9000 Hillpointe Road**, Las Vegas, Nevada **89134**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

N/A The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

N/A The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability. N/A

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **Nine Hundred Ninety Dollars** ($ **990**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

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Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Lummis Elementary School, "Subrecipient"

Tammy Wilder, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Lummis Elementary School** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$990** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Sibling sets at Lummis ES/Becker MS/HS will team up to interact with seniors.

   Tasks to be Performed:

   - Purchase arts & craft supplies;
   - Read selected books; participate in making art projects for display;
   - Arrange sibling groups & visit with seniors.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Tammy Wilder, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
10	Beary Special Magnets	4,00	40,00			40,00
10	Bowling Sets	6,00	60,00			60,00
10	Bean Bags	9,00	90,00			90,00
20	Rubber Ducky Sets	6,00	120,00			120,00
10	Paddle Ball	6,00	60,00			60,00
10	Sand Art	8,00	80,00			80,00
10	Scare Crow Kit	13,00	130,00			130,00
10	Door Hanger - Thanks	6,00	60,00			60,00
10	Ornament Cards	3,00	30,00			30,00
10	Mitten Wreath	12,00	120,00			120,00
10	Sun Catchers	4,00	40,00			40,00
10	Felt Card Banner	5,00	50,00			50,00
10	Color Mats	5,00	50,00			50,00
10	Paper Bulbs	6,00	60,00			60,00

EXHIBIT C and D

Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Lummis Elementary School**
Project Title:	**Siblings and Seniors**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and Symbolic Youth Networking Council

THIS AGREEMENT is made and entered into this 25TH day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Symbolic Youth Networking Council** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **1248 Lawry Avenue**, Las Vegas, Nevada **89106**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **Nine Hundred Forty-Seven Dollars** (**$ 947**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **[Symbolic Youth Networking Council]**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Symbolic Youth Networking Council, "Subrecipient"

Dwayne McIntyre, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Symbolic Youth Networking Council** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$947** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Youth will be provided with supplies needed to complete projects, reports, and other assignments at the same time helping the future stay bright. These children are the next generation, so it will benefit the whole neighborhood by securing a good future

   Tasks to be Performed:

   - Purchase necessary supplies to complete various projects.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Dwayne McIntyre, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
20	Glue	$1.57	31.40	—	—	31.40
20	Scissors	$	15	—	—	15.00
20	Rulers	$97.	19.40	—	—	~~19.40~~ 19.40
10	Colored Pencils	$5.97	59.70	—	—	59.70
10 pk	Markers (whiteboard)	$5.64	56.40	—	—	56.40
10	Copy Paper	$	32.2	—	—	32.20
10	Colored Paper	$3.97	39.70	—	—	39.70
20	Plastic pencil sharp	$2.00	40	—	—	40.00
6 pk	Highlighters	$6.24	37.44	—	—	37.44
50 pk	Pens 24 pk	$1.00	50	—	—	50.00
15 pks	Pencil	$1.99	~~72~~ 72.60	—	—	~~72.60~~ 72.60
12 pk	Staples (SET	$4.97	59.64	—	—	59.64
20	Tape	$1.50	30	—	—	30.00
12	Staplers			—	—	0
12	Staple removers			—	—	0
15 pk	paperclips	$1.44	~~26~~ 21.60	—	—	~~26.40~~ 21.60
50	Composition books	$1.50	75	—	—	75.00
10	notepads	$4.97	49.70	—	—	49.70
50	sanitizer	$97	$48.50	—	—	48.50
15	tissues ( ) pk of 4	$4		—	—	71.40
10 pk	Markers	$2.00	20	—	—	20.00
4	bin bins	$16	64	—	—	64.00
2	Scrapbook	$	27			27.00
25	White out	$1.24	31			$1.00
	TOTALS		~~$952.78~~	0	0	~~$952.78~~

R. $946.68

$946.68 R

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Symbolic Youth Networking Council**
Project Title:	**Features for Teachers**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and Andre Agassi College Preparatory Academy

THIS AGREEMENT is made and entered into this 21st day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Andre Agassi College Preparatory Academy** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **2875 Rosanna Street**, Las Vegas, Nevada **89117**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars** (**$ 1000**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

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6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: [**Andre Agassi College Preparatory Academy**]

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

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9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Andre Agassi College Preparatory Academy, "Subrecipient"

Denise Donohue, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2/11/10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Andre Agassi College Preparatory Academy** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:
Put on a performance for the neighborhood to educate and bring awareness of violence.

Tasks to be Performed:

- Develop skits and put cast together;
- Purchase items needed for project;
- Will bring awareness by performing skits, poetry, music, and stories.

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers and volunteer hours
- Number or parents and students participating
- Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Denise Donohue, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
	Advertising (2000 flyers)	10.00/500 sheets		Printing		$50.00
	Advertising (Newspaper Ad)	$70.00 per Half Page		Advertising		$70.00
	Advertisng (Posters)	10.00/poster	$100.00			$100.00
	Materials for costumes/stage (Art supplies/good will items)	Unknown	$100.00			$100.00
	Food (Hotdogs/Chips)	500 people	$500.00		$500.00	$1000.00
	Water	500people ($10.00 per ca	$200.00			$200.00
	DJ Music/MC		$100.00		$100.00	$200.00
	Table linens and decorations			$100.00		$100.00
	Children Games (prizes/oriental trading)				$200.00	$200

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Andre Agassi College Preporatory Academy**
Project Title:	**Students Against Violence Awareness**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement Between the City of Las Vegas and Arbor View High School - AVID

THIS AGREEMENT is made and entered into this 21 day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Arbor View High School - AVID** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **749 Veterans Memorial Drive**, Las Vegas, Nevada **89101**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

N/A SR

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars** (**$ 1000**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

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Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Arbor View High School - AVID, "Subrecipient"

Stephanie Richard, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2-4-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Arbor View High School - AVID** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Concrete a section of garden at the Archie C. Grant Senior Complex and provide tools and a shed.

   Tasks to be Performed:

   - Prepare garden area;
   - Purchase supplies needed for project;
   - Place concrete/finishing and assemble shed.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Stephanie Richard, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
5 yds	Concrete & Supplies	$600.00		0	0	$600.00
1	Small Shed	$200.00		0	0	$200.00
1	Wheel Barrel	$50.00		0	0	$50.00
25	Garden Gloves	$50.00		0	0	$50.00
	Plant Food, Plant Soil, Seeds, Miracle Grow	$50.00		0	0	$50.00
	Plants	$50.00				$50.00

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Arbor View High School - AVID**
Project Title:	**Community Garden**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and Becker Community School - Teen Scenes

THIS AGREEMENT is made and entered into this 21st day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Becker Community School - Teen Scenes** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **9110 Hillpointe Road**, Las Vegas, Nevada **89134**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars** (**$ 1000**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE. gf

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **[Becker Community School - Teen Scenes]**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Becker Community School - Teen Scenes, "Subrecipient"

Camille Franklin, Project Leader

ATTEST:

Approved as to form:

2-4-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Becker Community School - Teen Scenes** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Provide seniors with socks, slippers, blankets and time.

   Tasks to be Performed:

   - Call for donations and pick up donations;
   - Purchase supplies needed for project;
   - Wrap gifts and deliver to senior center.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Camille Franklin, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
150	Socks	1.00	150.00			150.00
100	Slippers	5.00	400.00	100.00		~~400.00~~ 500
50	Lap Blankets	10.00	400.00	100.00		400.00 500
	Tea, Hot Chocolate	50.00	25.00	25.00		~~25.00~~ 50
	Decorations	25.00	0.0	25.00		~~0.0~~ 25
	Gift Wrapping Supplies	50.00	25.00	25.00		~~25.00~~ 50

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Becker Community School - Teen Scenes**
Project Title:	**Sole to Soul - Warming Comfort for Seniors**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Revised 10/2010

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and Clark County Black Caucus - Youth Caucus

THIS AGREEMENT is made and entered into this **21st** day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Clark County Black Caucus - Youth Caucus** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **5575 Simmons St. Suite I-566**, North Las Vegas, Nevada **89031**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

N/A

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **Nine Hundred Twenty Five Dollars** ($ **925**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: [**Clark County Black Caucus - Youth Caucus**]

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Clark County Black Caucus - Youth Caucus,
"Subrecipient"

Yvette Williams, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Clark County Black Caucus - Youth Caucus** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$925** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   One day workshop to help youth deal with transition in to high school.

   Tasks to be Performed:

   - Promote and recruit student participants;
   - Purchase supplies needed for project;
   - Host a one day workshop.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Chris Wilson, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE: YNAPP Funded	FUNDING SOURCE: Donated Supplies / Materials	FUNDING SOURCE: Cash Donation	TOTAL COST
1	Videographer	1500	500	500	500	1500
	include production costs					
1	Facility x 8 hours	#25/hr	100		100	200
1	paper (ream)	4.89	4.89			4.89
6	packs pencils	3.49	~~9.49~~ 20.94			9.49
	or pens					
6	presentation pads	11.78	70.68			70.68
	with adhesive for walls					
~~53~~	Permanet markers	5.89/pk	104.70			104.70
	(black and red) 12 ct		17.67			
5	puzzles	4.76	~~4.76~~	~~23.80~~	23.80	23.80
	(activity - team Building)					
60	certificates	1.00	60.00			60.00
6	Soda - cases	5.98	35.88			35.88
12	pizzas	7/pie	84.00			84.00
3	apples - snack	5.85/bag	17.55			17.55
6	water - cases	3.99/case	12.81		11.13	23.94
	TOTALS		~~1071.19~~ #1000.00 934.93	500	634.93	~~2134.93~~ 2059.35

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Clark County Black Caucus - Youth Caucus**
Project Title:	**XY: Project Preparation**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and Palo Verde High School - Choir

THIS AGREEMENT is made and entered into this 21 day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Palo Verde High School - Choir** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **333 N. Pavilion Center Drive**, Las Vegas, Nevada **89144**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

NA

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars** ($ **1000**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

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(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

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(Remainder of page intentionally left blank)

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IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

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ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Palo Verde High School - Choir, "Subrecipient"

Lesa Ramirez, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Palo Verde High School - Choir** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Will help J.T. McWilliams Elementary School art students become part of a positive peer group.

   Tasks to be Performed:

   - Open House, Clothing Drive, Fall Show Field Trip, Show Choir Holiday Charity Event.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Lesa Ramirez, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YYAPP Funded	Donated Supplies + Materials	Cash Donation	
50	Polo Shirts	$12.00			$600.00	$600.00
1	Bus for Choral Festival	$400.00			$400.00	$400.00
1	Snacks for Celebration Rehearsal		$100.00			$100.00
1	Bus for Fall Musical Review	$385.00			$385.00	$385.00
1	Combination Concert Transportation	$385.00	$385.00			$385.00
80	Combination Concert Music	$3.00	$240.00			$240.00
1	Combination Concert Overhead	$275.00	$275.00			$275.00

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Palo Verde High School - Choir**
Project Title:	**Together Everyone Achieves More (T.E.A.M.)**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement Between the City of Las Vegas and Rafael Rivera - Youth Council

THIS AGREEMENT is made and entered into this 21 day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Rafael Rivera - Youth Council** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **2900 E. Stewart Avenue**, Las Vegas, Nevada **89110**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

N/A

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **Nine Hundred Ninety-Three Dollars** (**$ 993**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **[Rafael Rivera - Youth Council]**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Rafael Rivera - Youth Council, "Subrecipient"

Claudette Viramontes, Project Leader

ATTEST:

Approved as to form:

Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Rafael Rivera - Youth Council** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$993** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Make gift baskets filled with everyday necessities for the women and children of Shade Tree.

   Tasks to be Performed:

   - Purchase supplies to make gift baskets for the women & children.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

   "SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Claudette Viramontes, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
64	gift baskets	$.99	63.36			$63.36
64	deodorant	$0.99	63.36			$63.36
	Roll on/stick/spray	$				
64	vaseline	$0.99	63.36			$63.36
32	hair gel	$0.99	31.68			$31.68
32	mousse	$0.99	31.68			$31.68
64	facial tissues	$0.99	63.36			$63.36
100	Girls' underwear @10/7.50	10/$7.50	$75.00			$75.00
96	Boys' underwear @6/4.50	6/$4.50	72.00			$72.00
15	Children's shoes various sizes	$20	300.00			$300.00
30	Baby Formula	$7.64	229.20			$229.20

EXHIBIT C and D

Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and Teens by Teens

THIS AGREEMENT is made and entered into this 21 day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Teens by Teens** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **5710 W. Lake Mead Blvd.**, Las Vegas, Nevada **89108**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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The Subrecipient hereby represents to the City the following (check one box):

☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

N/A

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars** (**$ 1000**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

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3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

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3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

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3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: [**Teens by Teens**]

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Teens by Teens,
"Subrecipient"

Kamechia Myles-Coltrain, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Teens by Teens** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Annual conference will be held to teach and prepare today's youth to be "Agents of Change" in their communities.

   Tasks to be Performed:

   - Purchase certificates for participants and create "Thank You" letters;
   - Obtain sponsors for the event.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Kamechia Myles-Coltrain, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
1	FOOD	$1000	1			
5	Speakers	$100		$500		
100	Certificates of Attendance	$.5		$50		
100	Surveys	$.5		$100		
20	Certificate of Appreciation	$1		$20		
1000	Brochures, Flyers, Handouts	$.25		$250		
60	Marketing (25/hr)	$25		$1500		
100	Goodie Bags	$2		$200		
20	Thank you gifts for speakers	$50		$1000		
125	Light Breakfast	$3		$375		
9	Use of Facilities (Not for Profit)	$91		$820		
	TOTALS		$1000	$4815		$5815

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Teens by Teens**
Project Title:	**2010 Young Men's Conference: Exercising Our Voices**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement Between the City of Las Vegas and Veterans Memorial - Get Active Senior Youth Council

THIS AGREEMENT is made and entered into this 21st day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Veterans Memorial - Get Active Senior Youth Council** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **6281 Oread Avenue**, Las Vegas, Nevada **89139**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

N/A

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **Seven Hundred Forty Dollars** (**$ 740**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project

shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

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If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

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FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: [**Veterans Memorial - Get Active Senior Youth Council**]

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

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9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

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9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert Sylvia 2-11-10
Date

Veterans Memorial - Get Active Senior Youth Council,
"Subrecipient"

Victoria Franklin, Project Leader

ATTEST:

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Veterans Memorial - Get Active Senior Youth Council** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$740** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:
Talent show will be held at Reed Whipple and proceeds will go towards Sunrise Children's Hospital. The participating youth will know that they are working to bring awareness and support to Sunrise Children's Hospital, the patients & their families.

Tasks to be Performed:

- Secure special guests/hosts/DJ;
- Create flyers advertising event;
- Purchase trophies & wish list items.

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers and volunteer hours
- Number or parents and students participating
- Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Victoria Franklin, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
1	DJ	100.00	250.00			250.00
2	Reams of colored paper	9.99	19.98			19.98
1	First Place Trophy	26.00	26.00			26.00
1	Second Place Trophy	24.00	24.00			24.00
1	Third Place Trophy	22.00	22.00			22.00
2	Academic Excellence Trophies	14.00	28.00			28.00
20	Large colored posters	4.00	80.00			80.00
250	Colored fliers	.56	140.00			140.00
	Refreshments for performers					
2	Lays Chips variety pack	14.49	28.98			28.98
3	Bottled water- 24 pack	3.49	10.47			10.47
4	Oreo variety pack- 12 pack	4.99	19.96			19.96
5	Granola bars- 10 pack	2.49	12.45			12.45
1	Napkins- 250 pack	1.99	1.99			1.99
	Get Active Celebration BBQ					
1	Hot Dogs- 24 pack	6.79	6.79			6.79
2	Burger Patties- 10 pack	8.99	17.98			17.98
2	Hot Dog Buns- 16 pack	3.65	7.30			7.30
2	Hamburger Buns- 12 pack	4.09	8.18			8.18
1	Paper Plates- 100 ct.	13.49	13.49			13.49
2	Bottled Water- 24 pack	3.49	6.98			6.98
1	Lays Chips variety pack	14.49	14.49			14.49
1	Photo Processing				50.00	50.00
	TOTALS	739.04	0.00	50.00	789.04	

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Veterans Memorial - Get Active Senior Youth Council**
Project Title:	**Top Notch Talent Show**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials

Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and Arbor View High School - DECA

THIS AGREEMENT is made and entered into this 21 day of **January**, 2010, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Arbor View High School - DECA** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **7500 Whispering Sands Drive**, Las Vegas, Nevada **89131**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

☒ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.

☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **Four Hundred Fifty-Dollars** ($ **450**) (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. On a monthly basis, the City agrees to reimburse the Subrecipient in an amount not to exceed the Project Funding for the Project Expenses. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than $1,000 or a Direct Payment Request "DPR" for purchases

greater than $1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement for expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **January 6, 2010** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient. malone 1/21/10

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 18, 2010** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **January 6, 2010** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project expenses incurred during the reporting period

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE. Malone 01/21/2010

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the

party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: [**Arbor View High School - DECA**]

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;

(ii) Proceeds from the disposition of equipment purchased with YNAPP funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen K. Harsin, Director

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Arbor View High School - DECA, "Subrecipient"

T. Malone 01/21/2010
Theresa Malone, Project Leader

ATTEST:

Approved as to form:

Robert Sylvain 2-11-10
Date

Council Action: *January 6, 2010 Agenda Item # 46*

EXHIBIT A

Exhibit A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2009-2010** YNAPP-funded Program known as **Arbor View High School - DECA** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **$450** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

   Stipulations: None

   Purpose of Services:
   Students will direct traffic during the Silverstone neighborhood garage sale.

   Tasks to be Performed:

   - Identify and purchase items needed for project;
   - Design flyers for garage sale;
   - Collect donated items and host the event.

   Level of Service to be Provided:

   The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

   Measurable Goals for Grant period:

   - Number of youth volunteers and volunteer hours
   - Number or parents and students participating
   - Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Theresa Malone, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

- X. Overall Project Budget Worksheet

AVHS Direct the WAY
Revised 10/20/09

QTY.	ITEM	Cost Per Item	FUNDING SOURCE: YNAPP Funded	Donated Supplies / Materials	Cash Donation	TOTAL COST
6	Signs made - Labor (DONATED)	$4.19	0	$456	.00	$456
3	- Paint Yellow Spray	4.24	$18	0	0	$ 18
1	- Paint Black enamel gloss	$4.47	4.47	0	0	$ 4.47
25	UNIFORM = t-shirts	$ 12.	300	0	0	$ 300
126	Water	$ .13	16.38	0	0	$ 16.38
26	gatorade 20 oz.	$1.08	26	0	0	$ 26.00
25	Box Lunch = JASON's Deli Community Box	$5.00	125	0	0	$ 125.00
12	Door pull Brackets for 6 signs	.49	5.88	0	0	$ 5.88
4 pack	of Bolts (FM mach Sch)	.98	3.92	0	0	$ 3.92
	TOTALS		499.65	456	0	$955.65

EXHIBIT C and D

YNAPP
Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community

City of Las Vegas
YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:	**Arbor View High School - DECA**
Project Title:	**Direct the Way**
Reporting Period:	Start Date: End Date:
Person Preparing Report:	
Email Address/Phone:	
Number of Youth Involved with Project **this** Month	

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

Date:	Time In	Service Activity	Time Out	Hours Performed	Youth Signature	Adult Advisor's Initials