

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Edythe and Lloyd Katz Elementary**

THIS AGREEMENT is made and entered into this 29 day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **Edythe and Lloyd Katz Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **1800 Rock Springs Drive, Las Vegas, Nevada 89128**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 7345.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

Edythe and Lloyd Katz Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

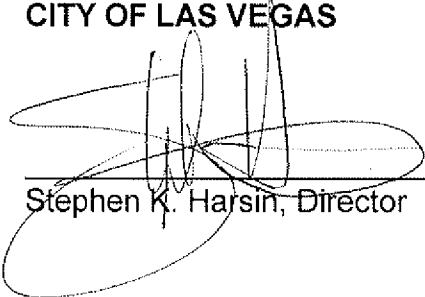
Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and 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. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for such insertion.

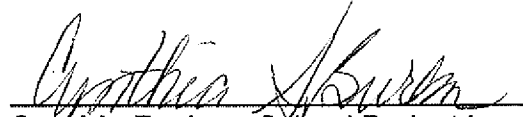
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS



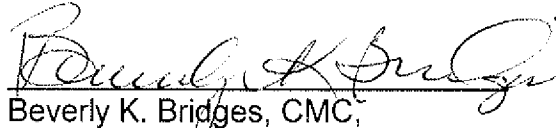
Stephen K. Harsin, Director

Edythe and Lloyd Katz Elementary



Cynthia Burkes, School Project Leader

ATTEST:



Beverly K. Bridges, CMC,
CITY CLERK

ATTEST:

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM:

 2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***Edythe and Lloyd Katz Elementary: H.E.R.O.E.S. in Education / Science Night / Background Knowledge for All*** 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 **\$ 7345.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

- **\$100.00 for purchase of frames.**

Purpose of Services:

Funding will be used to plan and implement ***Education and Leadership*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- **H.E.R.O.E.S. in Education:** Acknowledge parents who volunteer while raising student achievement through increasing sight word recognition and math competencies. (**\$ 3872.00**)
- **Science Night:** Parents and students will be involved in hands on science activities to enhance their understanding of science concepts. (**\$ 342.00**)
- **Background Knowledge for All:** Every grade level will get to go at least two field trips throughout the year to enhance educational experiences. (**\$ 3131.00**)

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Cynthia Burkes, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Student Dog Tags	5000	.49@ + \$25. set up fee	Incentive for students	2475.00
Parent Dog Tags	1000	.65@ + \$25. set up fee	Incentive for parents	675.00
Calculadder	2	29.95@ + S/H	Tiered Mathematics Assessments	✓ 75.00 59.90
Site License	1	45.00	License to run Calculadder assessments	45.00
Copy Paper	4 Cases	23.00	Track student progress/study sheets	92.00
Printer Ink	5 colored	50.00	Print parent pictures for wall	250.00
Printer Ink	5 black	35.00	Print parent pictures for wall	175.00
Frames	20	15.00 5.00	Frames for Top 20 HEROES Wall	300.00
Total				✓ 4087 4071.9

100.00
Total

Project 2

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Steel Wool	1 Pkg	2.50	Metal shavings for experiment	✓ 3.00 2.50
Baby Oil	10 bottles	3.50	Materials for experiment	35.00
Magnets	10 pkgs	10.00	Magnets for experiment	100.00
Paint	1 can	3.75	Paint for experiment	✓ 3.50 3.75
Cereal	2 boxes	3.50	Materials for experiment	7.00
Grid Paper	5 reams	2.49	Paper for mini science notebooks	12.45
water	5 cases	4.00	Water for participants	20.00
Snacks	5 pkgs	7.00	Snacks for participants	35.00
Prizes	5 Prizes	24.41	Incentive for students	122.05
Pencils	2 pkgs	2.00	Pencils to journal	4.00
Total				✓ 342 341.75

Project 3

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Bus Fees	28	110	Transportation to field trip	✓ 3520 3080

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Howard Wasden Elementary**

THIS AGREEMENT is made and entered into this ____ day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **Howard Wasden Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **2831 Palomino Lane, Las Vegas, Nevada 89107**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 1170.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

Howard Wasden Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and 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. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for such insertion.

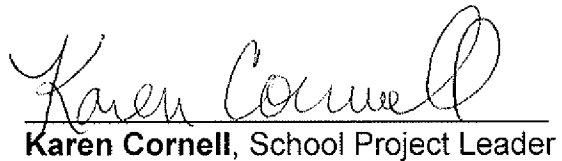
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS



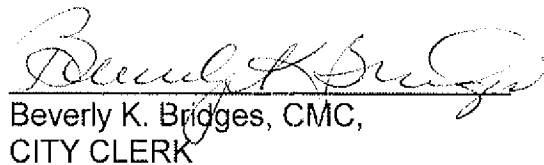
Stephen K. Harsin, Director

Howard Wasden Elementary



Karen Cornell, School Project Leader

ATTEST:



Beverly K. Bridges, CMC,
CITY CLERK

ATTEST:

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM: J. Penick 2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as **Howard Wasden Elementary: Wasden School Garden** 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 **\$ 1170.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

Funding will be used to plan and implement **Education** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- **Wasden School Garden:** Revitalize school's existing garden beds.

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Karen Cornell, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
books	5	25	teaching techniques and strategies, student engagement	125.00
plants	10	25	planting, observation	250.00
seeds	10	20	planting, life cycle, seedlings	200.00
worms	1	65	compost	65.00
produce	40	2	observation of mature plants, samples	80.00
soil	3	15	planting, potting	45.00
light garden	1	165.00	observation, indoor winter planting	165.00
mosaic step	10	10	beautify garden paths	100.00
stones	"	"	"	"
flower model set	1	140.00	teach about flower parts	140.00
Total				1,170.00

Project 2**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

Project 3**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Arturo Cambeiro Elementary**

THIS AGREEMENT is made and entered into this 29th day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Arturo Cambeiro Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **2851 Harris Avenue, Las Vegas, Nevada 89101**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 2000.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

Arturo Cambeiro Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

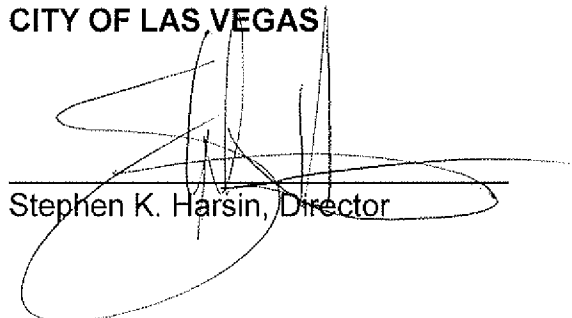
Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

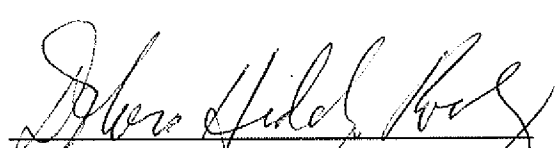
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for 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

Arturo Cambeiro Elementary


Dolores Hidalgo-Rodriguez, School
Project Leader

ATTEST:


Beverly K. Bridges, CMC,
CITY CLERK

ATTEST:

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM:

 2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***Arturo Cambeiro Elementary: Ballet Folklorico Cambeiro*** 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 **\$ 2000.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

- ***Sewing machines purchased by grant funds are the property of CCSD & must remain on Cambeiro ES property at all times.***

Purpose of Services:

Funding will be used to plan and implement ***Safety, Healthy Lifestyles, Education and Leadership*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- ***Ballet Folklorico Cambeiro:*** Parents and students will learn about traditional folk dances from Mexico and will also perform programs.

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Dolores Hidalgo-Rodriguez, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Buses	2	\$230.00	To transport students to festival and parade	\$460.00
sewing machines	2	\$200.00	Needed for sewing costumes	\$400.00
Materials for Hair pieces	1 per girl	\$200.00	Braids for girls	\$200.00
Penachos	20-25	\$250.00	Aztec hair dress pieces	\$250.00
shoes	6	\$15.00	Shoes for students who cannot afford proper foot wear.	\$90.00
Materials for costumes	20-25	\$20.00-\$25.00	To make Aztec dance costumes and accessories.	\$400.00
Materials for end of year celebration	Enough for every participant	\$200.00	Material for end of year celebration.	\$200.00
Total				\$2000.00

Project 2**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

Project 3**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Halle Hewetson Elementary**

THIS AGREEMENT is made and entered into this 28th day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **Halle Hewetson Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **701 North 20th Street, Las Vegas, Nevada 89101**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 7995.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

Halle Hewetson Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

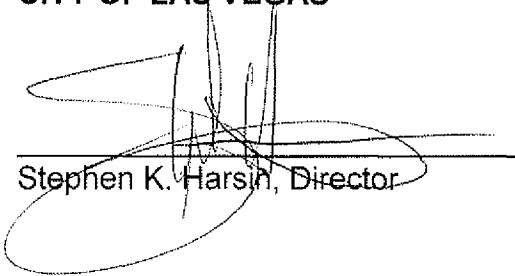
Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and 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. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for such insertion.

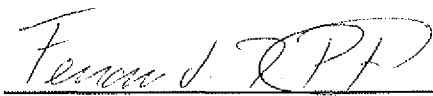
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS



Stephen K. Harsin, Director

Halle Hewetson Elementary



Fernando Prieto, School Project Leader

ATTEST:



Beverly K. Bridges, CMC,
CITY CLERK

ATTEST:

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM:  2/1/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***Halle Hewetson Elementary: Science Fair / Breakfast with Books / Soccer Tournament /English in a Flash*** 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 **\$ 7995.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

- ***Soccer uniforms purchased by grant funds are to remain the property of CCSD at Hewetson ES school and are to be used for years to follow.***
- ***Need to submit sign-in sheet(s) of the participants every month.***

Purpose of Services:

Funding will be used to plan and implement ***Education, Leadership and Healthy Lifestyles*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- **Science Fair:** Hold two science fairs in May 2010. (**\$ 1995.00**)
- **Breakfast with Books:** To foster parent participation with their students incorporating the reading curriculum. (**\$ 2000.00**)
- **Soccer Tournament:** Hold a soccer tournament to promote good sportsmanship. (**\$ 2000.00**)
- **English in a Flash:** Help parents learn English as their second language in a unique and fast way. (**\$ 2000.00**)

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers

- Number of participating parents

"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:*

Fernando Prieto, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Science Boards	250	\$3.50	Display Projects	\$875.00
Science kits/air books	160	\$7.00	Prizes for participation	\$1,120.00
Total				\$1,195.00

Project 2**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Books	400	\$3.50	Shared Reading Books	\$1,400.00
Snacks	600	\$1.00	Attendance Incentive for BWB	\$600.00
Total				\$2,000.00

Project 3**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Uniforms	50	\$20.00	To play the games	\$1,000.00

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Howard E. Hollingsworth Elementary**

THIS AGREEMENT is made and entered into this 29 day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **Howard E. Hollingsworth Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **1776 East Ogden Avenue, Las Vegas, Nevada 89101**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 5734.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

Howard E. Hollingsworth Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

Remainder of page intentionally left blank

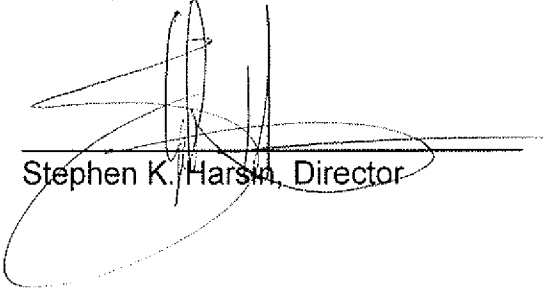
8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and 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. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for 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

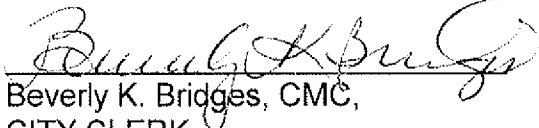
Howard E. Hollingsworth Elementary


Stephen K. Harsin, Director


Mayte Heredia, School Project Leader

ATTEST:

ATTEST:


Beverly K. Bridges, CMC,
CITY CLERK

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM: J. Ponzicello 2/5/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***Howard E. Hollingsworth Elementary: S.T.E.P.S. / Fitness Grand Slam / Family Leadership Institute /Appreciation Luncheon*** 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 **\$ 5734.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

- ***Pool table not funded. Ping pong table purchased by grant funds. No more than \$10.00 per pedometer. Ping-Pong table & pedometers purchased by grant funds remain the property of CCSD & must remain on Hollingsworth ES property at all times.***
- ***\$700.00 for the purchase of computer, \$30.00 for the purchase of mouse, and \$50 for the purchase of a CD player (IPOD not funded). All items (computer, mouse, cd player, etc.) purchased by grant funds remain the property of CCSD at Hollingsworth ES & must remain on Hollingsworth ES property at all times.***
- ***Only \$600.00 for Olive Garden; Only \$100.00 for supplies.***

Purpose of Services:

Funding will be used to plan and implement ***Healthy Lifestyles and Leadership*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- ***S.T.E.P.S.:*** Create a walking/fitness club which parents and students will work together to accomplish their daily step goals. (***\$ 1075.00***)
- ***Fitness Grand Slam:*** Parents will check out equipment before and after school and weekly fitness tests will be administered. (***\$ 1129.00***)
- ***Family Leadership Institute:*** Parents will meet to focus on leadership at home. (***\$ 2280.00***)

- **Appreciation Luncheon:** An appreciation luncheon will be held for parents on June 9, 2010 to thank them for their participation in the various programs throughout the year. (**\$ 1250.00**)

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Mayte Heredia, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Pedometer	64	17.95	Track Progress	795.00
Pool Table	1	499.97	Reward/Incentive	499.97
Ping-Pong Table	1	399.99	Reward/Incentive	399.99
Ping-Pong Paddles	1	34.99	Reward/Incentive	34.99
		232.24	Shipping	232.24
Total				1962.19

1148.80
AE

Project 2**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Fitnessgram	1	349.00	Generate student reports	349.00
Computer	1	1154.98	Small portable computer to run program	1154.98
mouse	1	49.99	use w/ computer	49.99
Fitnessgram CD	1	15.00	Pacer run CD for Fitnessgram	15.00
Ipod	1	239.99	Play music for various tests	239.99
Caliper	1	12.95	Caliper for testing	12.95
Hand-held GPS	1	232.98	Students create their walking paths	232.95
Total				\$2055

2315.99
AE

Project 3**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Polo Shirts	35	15.00	Identify FLI volunteers & participants	525.00

See next page (8)

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
John S. Park Elementary**

THIS AGREEMENT is made and entered into this 27th day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **John S. Park Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **931 Franklin Avenue, Las Vegas, Nevada 89104**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 6309.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

John S. Park Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

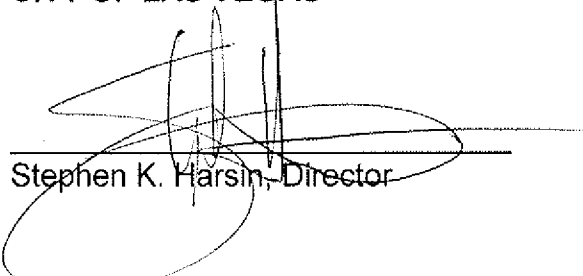
Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and 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. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for 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

John S. Park Elementary



Valerie White, School Project Leader

ATTEST:



Beverly K. Bridges, CMC,
CITY CLERK

ATTEST:

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM: J. Porbicello 2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***John S. Park Elementary: Family Library Night / Youth Sports / Cheerleading 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 **\$ 6309.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

- ***Only \$900.00 for basketball uniforms; Only \$150.00 for basketballs; Only \$10.00 for basketball storage; Only \$90.00 for footballs. Table top scoreboard and Slipknot program system were not funded. Basketball and football uniforms and equipment (basketballs, footballs, etc.), purchased by grant funds remain the property of CCSD Park ES and are to be used for years to follow.***
- ***Cheerleading uniform tops, skorts, pom-poms, and megaphones purchased by grant funds remain the property of CCSD Park ES and are to be used for years to follow.***

Purpose of Services:

Funding will be used to plan and implement ***Education Healthy Lifestyles and Leadership*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- **Family Library Night:** Parents and staff will construct storybooks for different grade levels. (**\$ 3744.00**)
- **Youth Sports:** Create after-school football and basketball teams. (**\$ 1478.00**)
- **Cheerleading Club:** Create after-school cheerleading club to cheer for football and basketball teams. (**\$ 1087.00**)

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Valerie White, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1
Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Listening Centers	14	265.00	For literacy skills development on Library Nights	3,710.00
Ruler Book Markers	48	4.99	Student Incentives for Library Night	4.99
Mini Notebooks	48	4.99	Incentives	4.99
DELUXE PENCILS	100	13.99	Incentives	13.99
Erasers	144	3.99	Incentives	3.99
Stickers	200	5.50	Incentives	5.50
Total				3,743.46

Project 2
Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
JERSEYS & SHORTS	30	50	Basket ball Uniforms	1,500.00
MEET JERSEYS	30	10	Football Uniforms	300.00
BASKETBALLS	10	45	Basketball Practices	450.00
BALL BAG -	2	20	To store basketballs	40.00
Double-sided coach boards	2	14	For team coaches	28.00
Footballs	6	25	For football practices	150.00
Slip-net + Traction System	1	99.99	For basketball games	99.99
Table-top Scoreboard	1	599.99	To keep score at Saturday games	599.99
Total				3,167.98

Project 3
Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Cheer Tops	31	10.00	Cheerleader Uniforms	310.00

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
St. Joseph's Catholic School**

THIS AGREEMENT is made and entered into this 24th day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **St. Joseph's Catholic School** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **1300 Bridger Avenue, Las Vegas, Nevada 89101**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 5508.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

St. Joseph's Catholic School

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

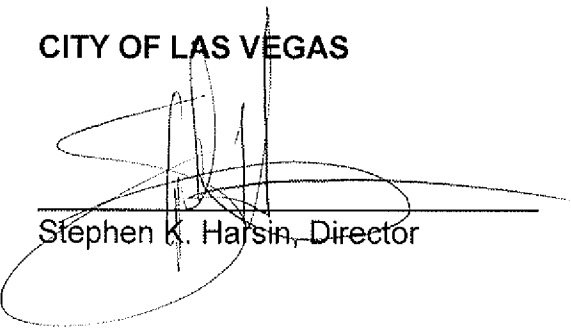
Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

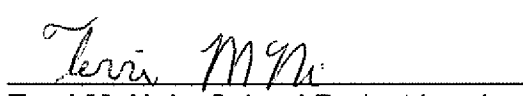
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for such insertion.

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

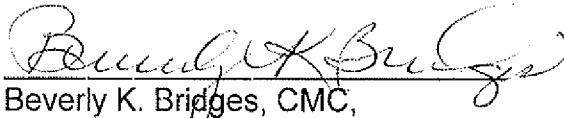
CITY OF LAS VEGAS


Stephen K. Harsin, Director

St. Joseph's Catholic School


Terri McNair, School Project Leader

ATTEST:


Beverly K. Bridges, CMC,
CITY CLERK

ATTEST:

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM:

 2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***St. Joseph's Catholic School: St. Joseph's Family Literacy, Science, Arts & Math Night / St. Joseph's Knights Sports, Health & Fitness Days*** 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 **\$ 5508.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

- ***Portable PA Not Funded***

Purpose of Services:

Funding will be used to plan and implement ***Education and Healthy Lifestyles*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- ***St. Joseph's Family Literacy, Science, Arts & Math Night:*** Three family literacy nights will be planned; all will have different themes. (**\$ 4448.00**)
- ***St. Joseph's Knights Sports, Health & Fitness Days:*** Parents volunteer to coach various sports at the school. (**\$ 1060.00**)

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Terri McNair, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Classic Stories	1 book set	719.52	Reading books Grades K-3 (Title List Attached)	719.52
Snakes	1 book set	127.92	Reading books Grades 3-9 (Title List Attached)	127.92
Wild World of Animals	1 book set	492.71	Reading books Grades 2-4 (Title List Attached)	492.71
World of Mammals	1 book set	237.80	Reading books Grades 2-4 (Title List Attached)	237.80
Word Smart	1 set software	2500.00	Accelerated Reader/Vocabulary Computer Program to include	2500.00
			installation/Tech Assistance in computer classroom.	
Chess Floor	1	250.00	10x10 Chess to be used during Literacy, Math Fun & Games Night	250.00
World Map	1	119.99	World map to be used during Literacy, Math Fun & Games Night	119.99
Portable PA	1	1500.00	To be used during Literacy Nights and other school	1500.00
			community events held throughout the year.	
Total				5947.94

Project 2**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Basketballs	6 (official size)	8.39	Sports Program & PE (official size)	50.34
Basketballs	6 (junior size)	7.99	Sports Program & PE (junior size)	47.94
Soccer Balls	1 set (size 5)	56.99	Soccer Program & PE	56.99
Scrimmage Vests	2 sets	65.99	Sports Program & PE	131.98
Jump rope Pack	1 set	179.99	PE, Health & Fitness Days	179.99
Playground Balls	3 set (10")	37.49	PE, Health & Fitness Days	112.47
Playground Balls	3 set (8 1/2")	29.49	PE, Health & Fitness Days	88.47
Tuff Ball Set	1 set (6 1/4")	78.99	PE, Health & Fitness Days	78.99
Tuff Ball Set	1 set (8 1/4")	129.99	PE, Health & Fitness Days	129.99
			Shipping & Handling	182.00
Total				1059.16

Project 3**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Edith Garehime Elementary**

THIS AGREEMENT is made and entered into this 28 day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **Edith Garehime Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **3850 Campbell Road, Las Vegas, Nevada 89129**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 4218.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

 This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

Edith Garehime Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

Remainder of page intentionally left blank

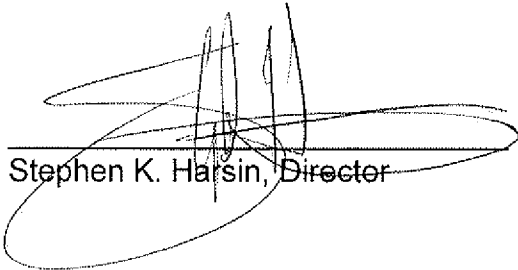
8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

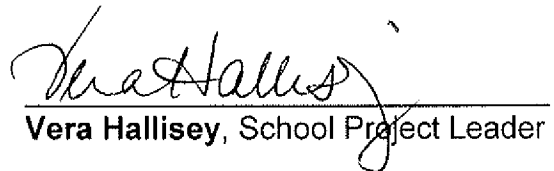
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for 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

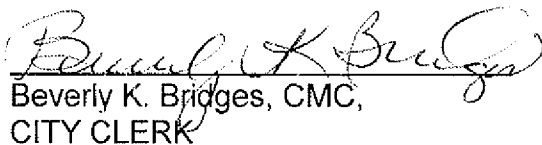
Edith Garehime Elementary


Stephen K. Harsin, Director


Vera Hallisey, School Project Leader

ATTEST:

ATTEST:


Beverly K. Bridges, CMC,
CITY CLERK

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM: J. Penticello 2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***Edith Garehime Elementary: Healthy Body, Healthy Mind, Healthy Planet / Murals for Learning*** 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 **\$ 4218.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

- ***\$2929.00 towards bus transportation; need to find a less expensive bus.***
- ***Artist fee no more than \$800.00***

Purpose of Services:

Funding will be used to plan and implement ***Safety, Healthy Lifestyles, Education and Leadership*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- ***Healthy Body, Healthy Mind, Healthy Planet:*** Families will participate in activities throughout the school year such as recycling, healthy eating, a school wide walk-a-thon and classroom gardening. (***\$ 2925.00***)
- ***Murals for Learning:*** Two murals will be created in the multi-purpose room to inspire students to appreciate and enjoy the arts. (***\$ 1293.00***)

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Vera Hallisey, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

from parents who may not be as comfortable assisting with academics in school, but would be more apt to contribute to a fine arts creative project.

I. How will your school sustain parent involvement after the project has been completed?

By the active participation in this project, parents will better understand the Garehime model city program and goals and will be more comfortable continuing to volunteer at school. Parents will also work side by side with staff members and hopefully they will find the experience rewarding and will want to continue participating.

J. Does your project address any of the following?

Safety	<u>X</u> Yes	No
Healthy lifestyles	<u>X</u> Yes	No
Education	<u>X</u> Yes	No
Leadership	<u>X</u> Yes	No

K. Will the grant you are applying for:

Increase parent participation in educational activities X Yes No

Expand after-school programs for youth and families Yes X No

Section VI: Funding/Match

A. Project Budget – Itemized list of supplies to be purchased per project (attach additional sheets as needed):

Project 1

Item	Quantity	Cost per Item	Purpose	Total Cost
Buses-LD Tours	13	450.00	Transportation to field trip	5,850.00
Refreshments		150.00	Water for field trips	150.00
			Total	6,000.00

Project 2

Budget

Item	Quantity	Cost per Item	Purpose	Total Cost
Gallon Latex Paint	6	30.00	Painting supplies	180.00
Quart Latex Paint	6	15.00	Painting supplies	90.00
2 inch brushes	6	10.00	Painting supplies	60.00
1.5 inch brushes	6	9.00	Painting supplies	54.00
Roller covers	5	7.00	Painting supplies	35.00
Roller frames	5	7.00	Painting supplies	35.00
Aluminum Step Ladder	1	39.00	Painting supplies	39.00
Artist/Parent Trainer	1	1,500.00	Train Parent volunteers and oversee project, assist with painting	1,500.00
			Total	1,993.00

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Eileen Conners Elementary**

THIS AGREEMENT is made and entered into this 28th day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **Eileen Conners Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **3810 Shadow Peak Drive, Las Vegas, Nevada 89129**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 5760.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

Eileen Conners Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

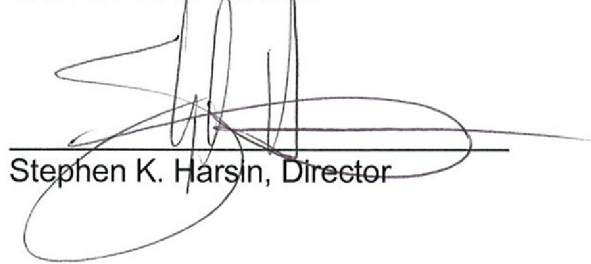
Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and 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. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for such insertion.

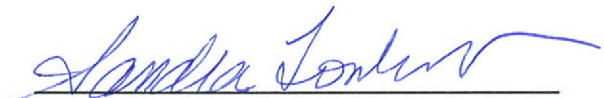
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS



Stephen K. Harsin, Director

Eileen Connors Elementary



Sandra Tomburo, School Project Leader

ATTEST:



Beverly K. Bridges, CMC,
CITY CLERK

ATTEST:

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM:

V. Pombiedo 2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***Eileen Conners Elementary: Literacy BINGO Night / Polar Party / Travel through Taste*** 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 **\$ 5760.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

- ***Please submit a description on the program and how it will be literacy based.***

Purpose of Services:

Funding will be used to plan and implement ***Education*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- **Literacy BINGO Night:** A literacy based Bingo night for students and parents will be held in March of 2010. (**\$ 2000.00**)
- **Polar Party:** The school will host an event in February 2010 where they will celebrate the season of Winter. (**\$ 1810.00**)
- **Travel through Taste:** In Spring 2010, an event will be held for parents and students to learn more about other cultures. (**\$ 1950.00**)

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Patricia Blomstrom, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
shutter card	750	\$1.15	players BINGO card/w slide chip	862.50
hot dogs	500	.30	dinner	150.00
rolls	500	.15	dinner	75.00
chips	500	.25	dinner	125.00
soda	500	.50	dinner	250.00
trays/plates	500	.10	hold hot dog	50.00
mustard	3	2.00	dinner	6.00
ketchup	5	3.00	dinner	15.00
relish	2	3.00	dinner	6.00
prizes			books, audio books, writing supplies	460.00
Total				1999.50

Project 2**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
flyers	800	.25	advertise event	\$200
snow cone supplies	400	.75	syrup, ice, cups	\$300
books	300	2.00	read and send home prizes	\$600
hot chocolate supplies	400	.75	beverage supplied at event	\$300
bells	2000	.10	for take home activity	\$200
elastic	20 rolls	5.00	for bell bracelet	\$100
cardstock	3 reams	10.00	for book marks	\$30
glitter	20 bottles	4.00	for book marks	\$80
Total				\$1810

Project 3**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
flyers	800	.25	advertise event	\$200

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Richard H. Bryan Elementary**

THIS AGREEMENT is made and entered into this 29 day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **Richard H. Bryan Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **8050 Cielo Vista Lane, Las Vegas, Nevada 89128.**
AVE

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 3070.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

Richard H. Bryan Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

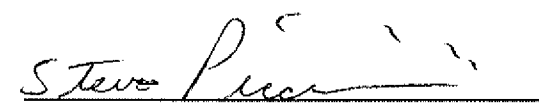
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for 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

Richard H. Bryan Elementary


Stephen K. Harsin, Director


Steve Piccininni, School Project Leader

ATTEST:

ATTEST:


Beverly K. Bridges, CMC,
CITY CLERK

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM:

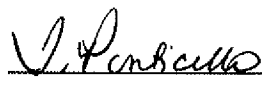
 2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***Richard H. Bryan Elementary: Watch D.O.G.S. (Dads of Great Students) / Website Creation*** 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 **\$ 3070.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

- ***Must follow the CCSD nutritional guidelines when purchasing snacks.***
- ***Please submit a short summary of how the school will maintain their website. \$500.00 awarded towards website design.***

Purpose of Services:

Funding will be used to plan and implement ***Safety, Education and Leadership*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- ***Watch D.O.G.S. (Dads of Great Students):*** Fathers and father-figures will spend one day at school assisting in the classrooms, at lunch, at recess and on school grounds. ***(\$ 2570.00)***
- ***Website Creation:*** Work with a web designer to create a new website. ***(\$ 500.00)***

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Steve Piccininni, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1
Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
T-shirt	45	10.00	uniform to help identify Watch Dogs	450.00
T-shirt larger	5	12.00	uniform for larger Watch Dogs	60.00
variety donuts	25 dz.	7.99	kickoff breakfast to promote Program	199.75
glazed donuts	25 dz.	6.99	kickoff breakfast to promote Program	174.75
photo printing	50	.19	photos of Watch Dogs with their kids are posted in school	9.50
photo postcards	1	175.00	100 thank you notes to Watch Dogs	175.00
stamps	100	.28	stamps for thank you postcards	28.00
appreciation certificates	1	45.00	100 certificates to honor	45.00
window decal	1	10.00	promote the program	10.00
banner	1	100.00	market the program	100.00
more on next page →				Total 2570.00

Project 2
Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
	1	\$1500.00	Website Creation	1500.00
Total				\$1500.00

Project 3
Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST

promotional banner	2	125.00	advertise upcoming events	250.00
Parking Sign	1	50.00	Special place for Watch Dog to park	50.00
doggie bags	1	18.00	100 bags filled with goodies given to men to give to kids during day - create bond (250 bookmarks for bags) (500 stickers for bags)	18.00
bookmarks	1	100.00		100.00
great student stickers	1	15.00		15.00
pencils	1	50.00	250 pencils for bags	50.00
tattoos	1	50.00	250 tattoos for bags	50.00
Dad/Kid Event Reminder stickers	2	15.00	1000 reminder stickers	30.00
Stamp and Stamp pad.	1	20.00	recognition for students that Watch Dog works with	20.00
line up/sign up stickers	1	15.00	stickers used to mark & remind of volunteer days on calendar	15.00
staff shirts	60	12.00	promote/mark program	720.00

Total | \$2570.00

[illegible]

Project 4

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

B. Volunteer Match (Staff)

List the total number of volunteer hours for school staff that will be used in planning and implementing this project. Include ALL projects. (attach additional sheets as needed)

PROJECT	NUMBER OF STAFF VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER YEAR	TOTAL HOURS
Project 1	2	2	36	72

144 - A2

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Berkeley L. Bunker Elementary**

THIS AGREEMENT is made and entered into this 29th day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **Berkeley L. Bunker Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **6350 Peak Drive, Las Vegas, Nevada 89134**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 2369.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

Berkeley L. Bunker Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

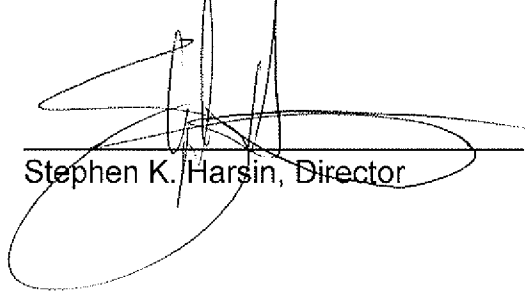
Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and 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. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for such insertion.

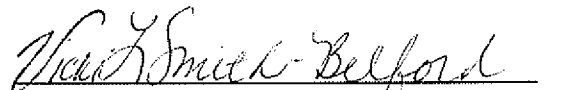
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS



Stephen K. Harsin, Director

Berkeley L. Bunker Elementary



Vicki L. Smith-Belford, School Project
Leader

ATTEST:



Beverly K. Bridges, CMC,
CITY CLERK

ATTEST:

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM:


_____ 2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***Berkeley L. Bunker Elementary: Bunker Running 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 **\$ 2369.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

- ***No more than \$10.00 per pedometer; Pedometers purchased by grant funds are the property of CCSD & must remain on Bunker ES property at all times.***

Purpose of Services:

Funding will be used to plan and implement ***Healthy Lifestyles*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

Bunker Running Club: Parents will join a once a week running club starting in January 2010 in preparation for the Bunker 5K event being held in April.

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Vicki L. Smith-Belford, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
1	120	\$6.00	T-Shirts for races	\$720
2	25	\$4.00	Water	\$100
3	100	\$2.50	Medals	\$250
4	1	\$539.00	Large Rubber Ball Pack (52 pcs.)	\$539.00
			to be used for incentives	
5	2	\$746	Packs of Pedometers (30)	\$1492
			for a total of 60	
6	3	\$20	Trophies	\$60
Total				\$3161

Project 2**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

Project 3**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Doris M. Reed Elementary**

THIS AGREEMENT is made and entered into this 29 day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **Doris M. Reed Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **2501 Winwood Street, Las Vegas, Nevada 89108**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 1775.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

Doris M. Reed Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

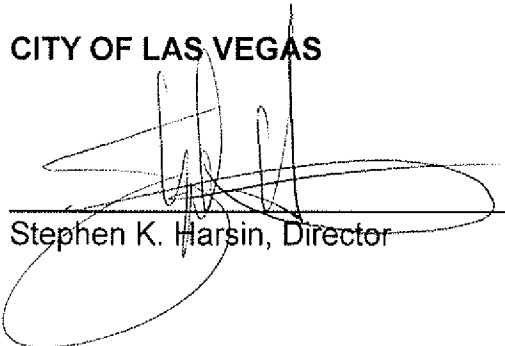
Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and 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. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for 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

Doris M. Reed Elementary



Kori Deal, School Project Leader

ATTEST:



Beverly K. Bridges, CMC,
CITY CLERK

ATTEST:

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM: J. Ponticello 2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***Doris M. Reed Elementary: In School Science Fair / Family Literacy Night / After School Sport Activity*** 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 **\$ 1775.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

Funding will be used to plan and implement ***Education and, Healthy Lifestyles*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- **In School Science Fair:** Support annual science fair. (**\$ 405.00**)
- **Family Literacy Night:** Activities will be held to support the reading process. (**\$ 600.00**)
- **After School Sport Activity:** Two basketball teams will be created to promote healthy eating habits, appropriate ways to exercise and good sportsmanship strategies. (**\$ 770.00**)

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Kori Deal, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
1st place ribbons	150	\$0.59	Science Fair Awards (1st Place)	\$88.50
2nd place ribbons	150	\$0.59	Science Fair Awards (2nd Place)	\$88.50
3rd place ribbons	150	\$0.59	Science Fair Awards (3rd Place)	\$88.50
Participation ribbons	150	\$0.59	Science Fair Awards (Participation)	\$88.50
Trophies	6	\$8.45	Grand Prize Awards/Trophies	\$50.70
Total				\$404.70

Project 2**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Children's Books	200	\$1.50	Give away as prizes at Literacy Night	400.00
Art Supplies			Make It/Take It Projects at Literacy Night	300.00
Total				700.00

Project 3**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Buses	1 bus 4 times	\$110.00/time	Transportation to the Games	\$440.00

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Kermit R. Booker, Sr. Elementary**

THIS AGREEMENT is made and entered into this 28th day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **Kermit R. Booker, Sr. Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **2277 North Martin Luther King Blvd., Las Vegas, Nevada 89106**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 8000.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

Kermit R. Booker, Sr. Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

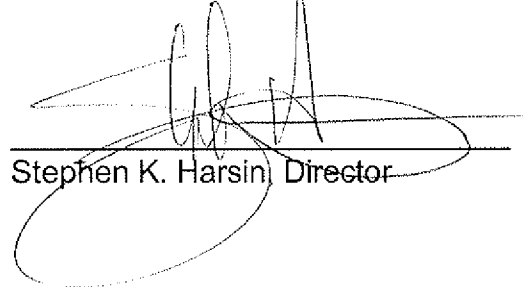
Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and 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. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for 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. Harsini, Director

ATTEST:



Beverly K. Bridges, CMC,
CITY CLERK

Kermit R. Booker, Sr. Elementary



Mark Norman, School Project Leader

ATTEST:

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM: J. Pericillo 2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***Kermit R. Booker, Sr. Elementary: Literacy, Mathematics and Science Evenings / Mad Science / Celebrating Booker Family Field Day*** 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 **\$ 8000.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:**

- ***PRIOR TO EACH APPROVAL, A detailed, itemized list of food to be purchased is required . Must follow the CCSD nutritional guidelines when purchasing food.***
- ***Literacy Mathematics, and Science Evenings adjusted to occur February 2010 to May 2010.***

Purpose of Services:

Funding will be used to plan and implement ***Education*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- ***Literacy, Mathematics and Science Evenings:*** Mini-trainings will be held on the last Wednesday of the month (***February 2010 to May 2010***) to teach parents strategies and methods to assist their children at home academically. (***\$ 4000.00***)
- ***Mad Science:*** Students will be involved in science activities during the day and the parents will be taught these activities at night so they can use the knowledge to better assist their children. (***\$ 3000.00***)
- ***Celebrating Booker Family Field Day:*** This field day will promote fitness and encourage parents to participate in their children's education with a focus on physical education. (***\$ 1000.00***)

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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 Norman, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Chicken, Potato Salad, Water, Bread, and Paper Goods	5 (5 evenings from January to May)	\$500	To provide dinner for all family members that attend	\$2500
Educational Games and Supplies	10-20 per evening (5 evenings)	\$200	Educational door prizes and supplies that are given to parents so that they can reinforce skills at home with their children to increase academic performance.	\$1000
Materials and supplies for use during the program: Paper, scissors, glue, science materials, cards.	Varies per evening as to focus on each topic whether it is reading, math, or science (5 evenings)	\$100	These materials will be used to implement the literacy evenings so that every child, parent, and family member can participate in the evening to enhance the program.	\$500
Total				\$4000.00

Project 2**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
2 Day Lessons of Mad Science	2 Days and Evenings (1 in January and 1 in May)	\$3000	This is for the use in classes for the students to learn the science lessons and then follow through into the evening with the students being the teachers with their families to build comprehension and family involvement.	\$3000
Total				\$3000

Project 3**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Food/Beverages/Supplies	600	\$1000	To purchase food and beverages to feed all our families, including paper goods, so that every member that attends our celebration is taken care of.	\$1000

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month: _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Mabel Hoggard Magnet Elementary**

THIS AGREEMENT is made and entered into this 29th day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **Mabel Hoggard Magnet Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **950 North Tonopah Drive, Las Vegas, Nevada 89106**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 7975.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

Mabel Hoggard Magnet Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

Remainder of page intentionally left blank

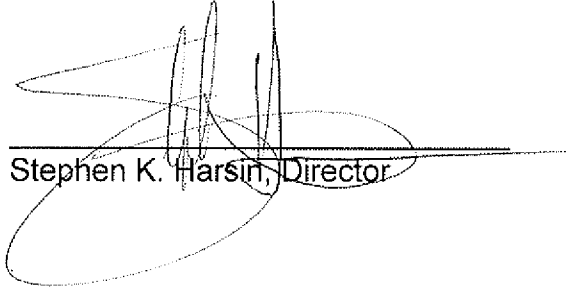
8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and 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. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for 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

Mabel Hoggard Magnet Elementary



Stephen K. Harsin, Director

Robin Maglicco, School Project Leader

ATTEST:

ATTEST:



Beverly K. Bridges, CMC,
CITY CLERK

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM:



2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***Mabel Hoggard Magnet Elementary: Parent Training Center*** 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 **\$ 7975.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

- ***PALS Grant Review Members would like to see the Parent Training Center be accessible to parents more than one day a week.***

Purpose of Services:

Funding will be used to plan and implement ***Education*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- ***Parent Training Center:*** Create a classroom for parents.

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Robin Maglicco, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
			See Attached	
Total				

Project 2**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

Project 3**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST

Vtech - Learn & Discover Driver	1	21.99	Toys and supplies for children in the parent center	21.99
Sprig Toys Side Kick Vehicle - Rally Racer	1	24.99	Toys and supplies for children in the parent center	24.99
Fisher-Price Walker-To-Wagon	1	49.99	Toys and supplies for children in the parent center	49.99
Sprig Toys Discover Rig	1	59.99	Toys and supplies for children in the parent center	59.99
Earlyyears Soft Busy Blocks	1	15.99	Toys and supplies for children in the parent center	15.99
Playskool Wheel Pals Racin Fleet	1	24.99	Toys and supplies for children in the parent center	24.99
Sprig Toys Side Kick Vehicle - Baja Scout	1	24.99	Toys and supplies for children in the parent center	24.99
Melissa & Doug Stack and Sort Board	1	9.99	Toys and supplies for children in the parent center	9.99
IQ Baby Zoom Zoom Vehicles	1	29.99	Toys and supplies for children in the parent center	29.99
Melissa & Doug Playful Puppy Pull Toy	1	19.99	Toys and supplies for children in the parent center	19.99
IQ Baby Playful Pages	1	29.99	Toys and supplies for children in the parent center	29.99
My Pal Scout	1	19.99	Toys and supplies for children in the parent center	19.99
Giant Knob First Puzzle Set (Lakeshore)	1	29.95	Toys and supplies for children in the parent center	29.95
Touch and Feel Discovery Books	1	39.95	Toys and supplies for children in the parent center	39.95

Washable dolls	1	49	Toys and supplies for children in the parent center	49
Best buy animals	1	59.95	Toys and supplies for children in the parent center	59.95
Farm animals	1	19.95	Toys and supplies for children in the parent center	19.95
Puzzle collection	1	199.5	Toys and supplies for children in the parent center	199.5
Best buy books	1	399	Toys and supplies for children in the parent center	399
DVD / VCR Player (Best Buy)	1	94.98	Parent supplies for training center	94.98
TV	1	499.99	Parent supplies for training center	499.99
Computer	2	499.98	Parent supplies for training center	999.96
Printer	1	199.99	Parent supplies for training center	199.99
Printer Cartridge	10	40	Parent supplies for training center	400
copy machine	1	399.99	Parent supplies for training center	399.99
toner for copy machine	6	89.99	Parent supplies for training center	539.94
Cardstock various colors	22	11.99	flashcards, games, parent training handouts	263.78
colored copy paper	24	7.99	parent handouts and notices	191.76
postcards	15	13.49	used to mail notices of trainings	202.35

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month: _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Matt Kelly Empowerment Elementary**

THIS AGREEMENT is made and entered into this 28th day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **Matt Kelly Empowerment Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **1900 "J" Street, Las Vegas, Nevada 89106**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

With consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 5728.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement. *Q Am*

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

Matt Kelly Empowerment Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

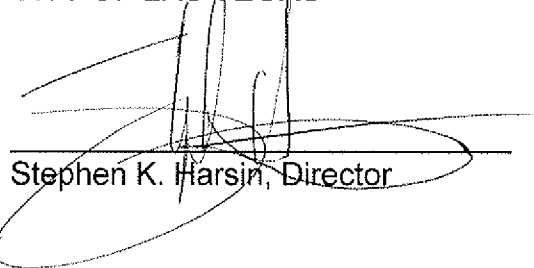
Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and 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. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for 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



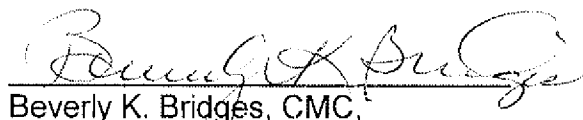
Stephen K. Harsin, Director

Matt Kelly Empowerment Elementary



Carol Meltzer, School Project Leader

ATTEST:



Beverly K. Bridges, CMC,
CITY CLERK

ATTEST:

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM:

M. Ponticello 2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***Matt Kelly Empowerment Elementary: Art in History / Build a Book / Make-It, Take-It*** 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 **\$ 5728.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

Funding will be used to plan and implement ***Education and Leadership*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- **Art in History:** Art projects will be completed by families. (**\$ 1820.00**)
- **Build a Book:** Involves hands-on in regards to literacy skills and what is important to them in the greater community. (**\$ 1908.00**)
- **Make-It, Take-It:** Activities will be held that focus on areas of concentration. (**\$ 2000.00**)

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Carol Meltzer, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
clay figures	200	5.95	Students and parents will paint a specific clay figure that represents a moment in history	\$1368.50
Food Items	400	1.00	Nutritonal snack foods for families during the activities.	\$400.00
office supplies			paper, ink cartridges, office supplies	\$230.00
Total				1998.50

82
1190 -

Project 2**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Build a Book Mini Kit	75	6.49	Build a Book Mini Kit students and parents will build a book.	\$550.00
My Family Build a book kit	75	12.95	My Family Build a book kit students and parents will build a book.	\$1000.00
Food items	300	\$1.00	various food items to be served at the events to be determined by committee.	\$300.00
office supplies			paper, envelopes, ink cart.	\$150.00
Total				\$2000.00

AE \$1820 -

14
486.25
971.25

Project 3**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
food items	500	\$1.00	nutrition break	\$500.00

Total
AE \$1908 -

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Paul E. Culley Empowerment Elementary**

THIS AGREEMENT is made and entered into this 28 day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **Paul E. Culley Empowerment Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **1200 North Mallard Street, Las Vegas, Nevada 89108**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 2220.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

Paul E. Culley Empowerment Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

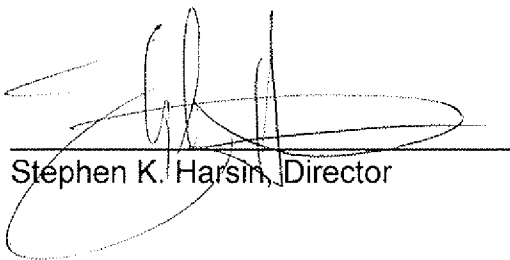
Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

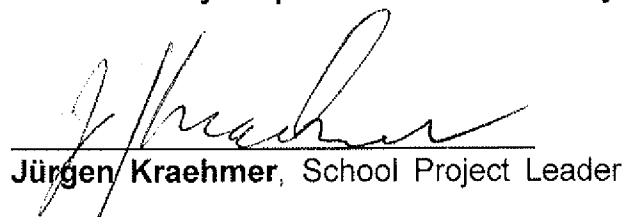
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for 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

Paul E. Culley Empowerment Elementary


Jürgen Kraehmer, School Project Leader

ATTEST:


Beverly K. Bridges, CMC,
CITY CLERK

ATTEST:

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM: J. Ponticello 2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***Paul E. Culley Empowerment Elementary: Soccer Teams*** 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 **\$ 2220.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

- ***Soccer uniform shirts & shorts and soccer balls purchased by grant funds are to remain the property of CCSD at Paul Culley ES and are to be used for years to follow. For future PALS grant applications, the Board suggested applicant(s) to incorporate a nutritional component to the soccer program.***
- ***Productions Sound System Not funded***

Purpose of Services:

Funding will be used to plan and implement ***Healthy Lifestyles*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- ***Soccer Teams:*** A soccer program will run from February to May and will play against other elementary schools.

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Jürgen Kraehmer, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Soccer uniforms	70	\$30	soccer uniforms - shirt, shorts & socks	\$2,100
soccer balls	20	\$6	to practice with and play games with	\$120
Total				\$2,220

Project 2**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Sound system	1	\$3,500	To use for our productions	\$3,500
Total				\$3,500

Project 3**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
West Preparatory Academy**

THIS AGREEMENT is made and entered into this 28 day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **West Preparatory Academy** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **2050 Sapphire Stone Avenue, Las Vegas, Nevada 89106**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

 In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 7950.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

West 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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

Remainder of page intentionally left blank

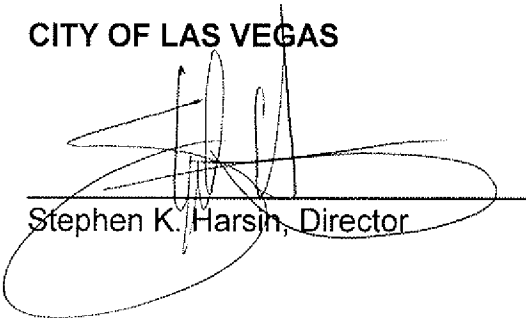
8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and 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. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for such insertion.

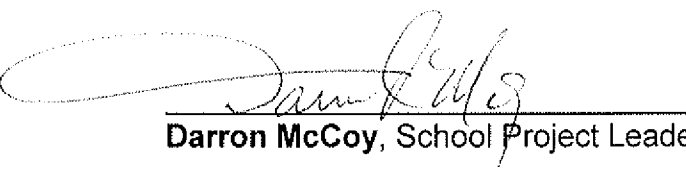
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

West Preparatory Academy



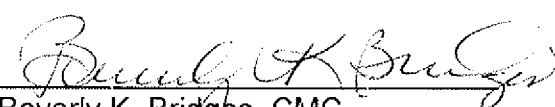
Stephen K. Harsin, Director



Darron McCoy, School Project Leader

ATTEST:

ATTEST:



Beverly K. Bridges, CMC,
CITY CLERK

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM:

 2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***West Preparatory Academy: West Prep News / 3rd Annual West Prep Oratorical Contest and Arts Festival*** 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 **\$ 7950.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

Funding will be used to plan and implement ***Education*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- ***West Prep News:*** Parents and staff will collaborate to create monthly newsletters. (***\$ 6900.00***)
- ***3rd Annual West Prep Oratorical Contest and Arts Festival:*** This annual competition will be held on January 21, 2010 at the Texas Station. (***\$ 1050.00***)

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Darron McCoy, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Banner	1	100	Area 51 Parent Center Sign	100
Mural	1	300	Student designed via competition to be applied by professional	300
Newsletter	8	600	Printing	4800
Radio Show	8	75	1 Hour-air time	600
Event Flyer	5,000	.10	Advertise school events	500
Translation	8	50.00	English/Spanish	450
Camera	2	100.00	To photograph school activities	200

Total **6950-**

4/00 - pt

Project 2**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Classes	30	35	Choreographer	1050

Total **-8000**

6900 - pc

Project 3**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST

pc 1050 -

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Wing and Lily Fong Elementary**

THIS AGREEMENT is made and entered into this 29 day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **Wing and Lily Fong Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **2200 James Bilbray Drive, Las Vegas, Nevada 89108**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 4312.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

Wing and Lily Fong Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

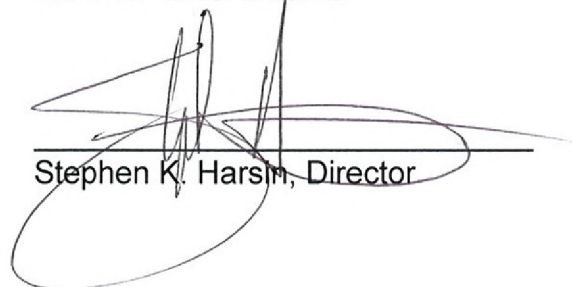
Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and 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. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for such insertion.

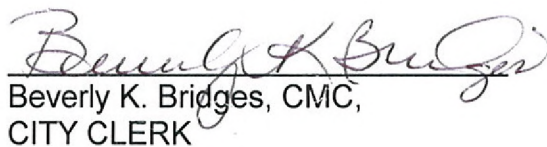
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS



Stephen K. Harsin, Director

ATTEST:



Beverly K. Bridges, CMC,
CITY CLERK

Wing and Lily Fong Elementary



Tracy Green, School Project Leader

ATTEST:

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM: J. Pontalato 2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***Wing and Lily Fong Elementary: Sight Word Soldiers / Basketball League / School Garden 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 **\$ 4312.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

- ***Basketball uniforms purchased by grant funds are to remain the property of CCSD at Fong ES school and are to be used for years to follow.***
- ***\$330.00 towards the purchase of tortoise food. Veterinarian costs not funded.***
- ***Perfect Attendance / Citizenship Luncheon Program Not funded, Board members did not see any parental connection.***

Purpose of Services:

Funding will be used to plan and implement ***Education and Healthy Lifestyles*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- ***Sight Word Soldiers:*** This is an ongoing reading incentive program for students; parents will learn how to conduct sight word testing. (**\$ 1187.00**)
- ***Basketball League:*** A fifth grade basketball league will be formed to encourage students to be healthy and teach them about safety awareness and good sportsmanship. (**\$ 844.00**)
- ***School Garden Project:*** School would like to expand their current garden of flowers and vegetables. (**\$ 2281.00**)

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Tracy Green, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 1**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
chains	1,000	.25	to hold incentive tags	250.00
orange aluminum dog tag	100	.25	reward for first 25 words	25.00
purple aluminum dog tags	100	.25	reward for 50 word level	25.00
red aluminum dog tags	800	.15	reward for 200 word level	120.00
blue aluminum dog tags	800	.15	reward for 400 word level	120.00
green aluminum dog tags	800	.15	reward for 600 word level	120.00
silver/gold aluminum dog tags	1600	.15	reward for 800 word level	240.00
red/green/gold dist. tags	1200	.15	reward for 100-300 phrases	180.00
key rings	400	.18	to hold incentive tags	72.00
shipping costs	1600	35.00	delivery of items	35.00
Total				1,187

Project 2**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
shirts	50	\$9.99 ea	team jerseys	\$499.50
shorts	50	\$5.00 ea	team shorts	\$250.00
water	7 cases	4.88	36 pack case water for 5 games	34.16
snacks	10 boxes	6.00	24 granola bars per box	60.00
Total				\$843.66

Project 3**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
lunches	600	2.00	reward incentive for perfect attendance/citizenship	\$1,200

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
James Bilbray Elementary**

THIS AGREEMENT is made and entered into this 29th day of **January**, 2010 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and, **James Bilbray Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **9370 Brent Lane, Las Vegas, Nevada 89143**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guideline, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

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

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$ 3288.00** (the "Program Funding") for reimbursement of expenses incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year **2009 - 2010**. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through **June 18, 2010**, less otherwise terminated as provided in Section 5 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of 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 thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from any consideration of further funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 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 operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for 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.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct 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 expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 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.

5.05 Records. The Subrecipient Program 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 five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding 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 for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning **January 20, 2010** or the date first written above, until **June 18, 2010**, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 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 PALS funding.

7.03. INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04. ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05. ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. 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 representatives of the City.

7.08. INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 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) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

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:

James Bilbray Elementary

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.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS 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.

8.02. POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding 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.

8.03. PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04. DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Neighborhood Services Director and it is used for the exclusive benefit of the Program.

8.05. EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY 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.

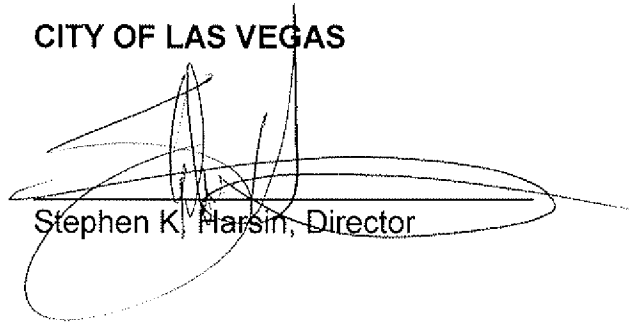
Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and 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. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for such insertion.

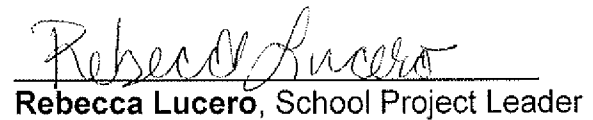
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS



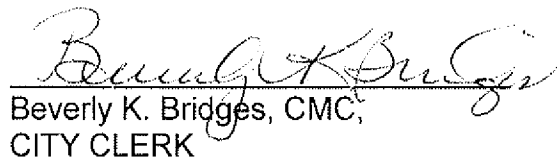
Stephen K. Marsin, Director

James Bilbray Elementary



Rebecca Lucero, School Project Leader

ATTEST:



Beverly K. Bridges, CMC,
CITY CLERK

ATTEST:

COUNCIL ACTION: January 20, 2010 Agenda Item # 32

APPROVED AS TO FORM: J. Penicello 2/9/10

EXHIBIT A

SCOPE OF SERVICE**A. ACTIVITIES**

"SUBRECIPIENT" will be responsible for administering a FY2009-2010 PALS-funded Program known as ***James Bilbray Elementary: Family Fitness Activity Sessions / Family Movie & Literacy Night / Parent Appreciation*** 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 **\$ 3288.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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:

- ***Instructors not funded; \$625.00 to be used for video library (age appropriate fitness dvd's, fitness tapes, fitness books etc.) and for certificates and/or awards. Videos/DVD's purchased by grant funds remain the property of CCSD and must remain at James Bilbray ES.***
- ***Must follow the CCSD nutritional guidelines when purchasing snacks and refreshments. Movies (age appropriate) purchased by grant funds, remain the property of CCSD and must remain at James Bilbray ES.***
- ***Request PTA'S support with \$500.00 towards catering and/or gifts. Only \$100 in educational gifts are to be purchased with grant funds.***

Purpose of Services:

Funding will be used to plan and implement ***Healthy Lifestyles, Education and Leadership*** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- ***Family Fitness Activity Sessions:*** Six family activity sessions will be held in the multi-purpose room including karate and yoga. (***\$ 1334.00***)
- ***Family Movie & Literacy Night:*** Have a family movie night in February including comprehension activities based on the stories. (***\$ 954.00***)
- ***Parent Appreciation:*** An appreciation breakfast will be held for the parents in May to culminate a year of working together. (***\$ 1000.00***)

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Rebecca Lucero, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Project 2**Budget**

Item	Quantity	Cost per item	Purpose	Total Cost
Movie Purchase	3	\$18.00	To use when showing the movie.	54.00
Water & juice	16 cases total	\$3.00	To provide water for attendees.	48.00
Soda	8 - 12 packs	\$3.00	To provide soda for attendees.	24.00
Popcorn ingredients	1 box kernels + butter	\$18.00	To provide snacks for attendees.	18.00
Cupcakes, snacks	20 packages	\$3.00	To provide snacks for attendees.	60.00
Books for each family	150	\$5.00	To provide literature for each family in attendance.	750.00
Total				\$954.00

Project 3**Budget**

Item	Quantity	Cost per item	Purpose	Total Cost
Catered Breakfast	150 people	\$6.00 per person	To provide an appreciation breakfast through CCSD catering	900.00
Parent Appreciation Gifts	150 gifts	\$4.00	To distribute gifts to parent volunteers as a sign of appreciation for their efforts	600.00
Total				\$1500.00

B. Volunteer Match (Staff)

List the total number of volunteer hours for school staff that will be used in planning and implementing this project. Include ALL projects. *(attach additional sheets as needed.)*

PROJECT	NUMBER OF STAFF VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER YEAR	TOTAL HOURS
Project 1	5	1	6	30
Project 2	15	3	1	45
Project 3	36	2	1	72
X \$19.00 per hour = Total Volunteer Match				2793

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

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

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]