

**Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Artesian Heights N.A.**

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Artesian Heights N.A.** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **4021 Mountain View, Las Vegas, NV 89102.**

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate ****\$600** (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by February 1, 2011. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 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 Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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

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

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period; and
- (iii) A description of the Project Expenses incurred during the reporting period.
- (iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **\$20** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

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

FOR THE SUBRECIPIENT: Artesian Heights N.A.

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

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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

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

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;
- (ii) Proceeds from the disposition of equipment purchased with NPF Program funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

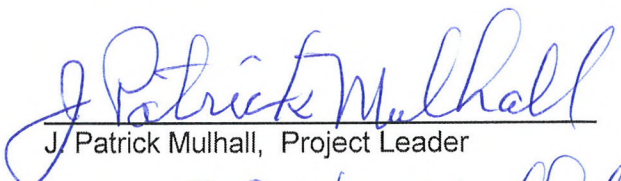
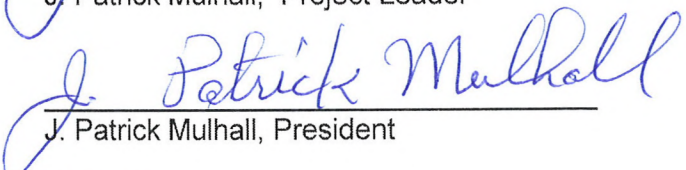
9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions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

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

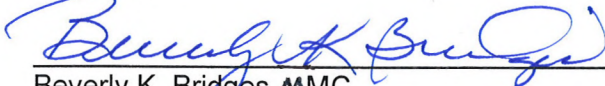
CITY OF LAS VEGAS


Stephen Harsin, Director 9.14.10

Artesian Heights N.A.

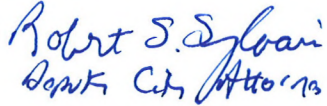

J. Patrick Mulhall, Project Leader

J. Patrick Mulhall, President

ATTEST:


Beverly K. Bridges, MMC,
City Clerk

ATTEST:


Martell Couch

Approved as to form:  8-25-10
Robert S. Sloan
Dep'ty City Attorney
May 27, 2010
Date

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

Artesian Heights N.A.

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for plants to replace weeded areas with desert landscaping.

B. Program Purpose: To enhance the beauty of this rural neighborhood.

C. Program Tasks to be Performed: Clean up and remove debris and spray weeds, remove and replace plants, test and repair emitters system.

D. Measurable Program Goals: Hinson Avenue Beautification—increase community spirit and volunteerism. —

E. Additional Program Conditions: _____

F. 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:

*****J. Patrick Mulhall, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

If your project requires products or services from several vendors, then submit one quote for each vendor.

(Quotes MUST be on Vendor Company Letterhead)

Vendor Quotes

Amount

- 1.
- 2.
- 3.
- 4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

ARTESIAN HEIGHTS N.A

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$ 600

(b) Cash from Partners (list names & amount of donation)

Pat Marshall \$ 25
 _____ \$
 _____ \$
 _____ \$
 (b) Total Cash from Partners \$ 25

(c) Total Cash (a+b) \$ 625

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.

(d) Total Cost Estimates (transfer from Cost Estimates sheet) \$ (625)

(e) Total cash - Cost Estimates (c - d) \$ 0

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

_____\$
 _____\$
 _____\$
 _____\$
 _____\$
 _____\$
 _____\$
 (f) Total Donations Pledge from Partners \$ 0

(g) Volunteer Labor Pledge (number of hours x \$19) 70 hrs x \$19 \$ 1330
 (This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions (f + g) \$ 1330
 (NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ 1955

(j) Total Neighborhood Match (b + h) (total cash from partners + total donations pledge from contributions - includes volunteer hours)	\$ 1355 1930
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Total Neighborhood Match (j), MUST exceed the City Grant Request listed on this line and on Section I (a) above.	\$ 600
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CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND
REQUEST FOR FUNDS
 FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: ONLY	THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE
REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____ Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____	

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund VOLUNTEER HOURS LOG <i>(DO NOT COMBINE HOURS - please submit one date per volunteer)</i>						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20

Total Match Value \$

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

[illegible]

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and James Down Towers Resident Council.

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WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

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- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

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SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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

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

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period; and
- (iii) A description of the Project Expenses incurred during the reporting period.
- (iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

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6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:

City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT:

James Down Towers Resident Council

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

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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

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

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;
- (ii) Proceeds from the disposition of equipment purchased with NPF Program funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

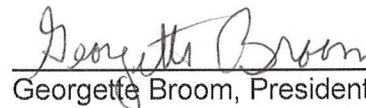
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

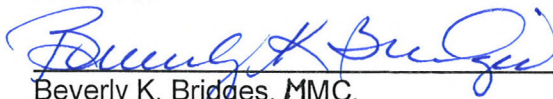
 9.14.10
Stephen Harsin, Director

James Down Towers Resident Council


Mary Ann Young, Project Leader


Georgette Broom, President

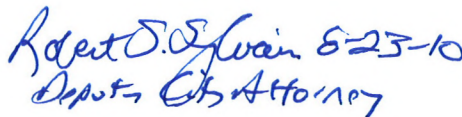
ATTEST:


Beverly K. Bridges, MMC,
City Clerk

ATTEST:



Approved as to form:

 8-23-10
Deputy City Attorney

May 27, 2010
Date

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

James Down Towers Resident Council

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for tables and chairs to be used in the community room where seniors congregate for bingo, social events and training workshops.

B. Program Purpose: To allow seniors from this housing authority complex the ability to socialize at special events in the community room. Currently, the existing tables and chairs are in disrepair. There are not enough chairs for the number of seniors living in this complex.

C. Program Tasks to be Performed: Research the Web and local vendors to identify chairs and tables that may meet the weight capacity, design and cost requirements.

D. Measurable Program Goals: Enhance community spirit, beautify the community room, increase the number of chairs available for social events.

E. Additional Program Conditions: _____

F. 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:

*****Mary Ann Young, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

- 1.
- 2.
- 3.
- 4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

James Down Towers Resident Council EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$ 5,000

(b) Cash from Partners (list names & amount of donation)

	\$
	\$
	\$
	\$
(b) Total Cash from Partners	\$ 0

(c) Total Cash (a+b) \$ 5,000

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.

(d) Total Cost Estimates (transfer from
Cost Estimates sheet) \$ (4,969.44)

(e) Total cash - Cost Estimates (c - d) \$ 30,560

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

Resident Council Donations (cookies, coffee, cakes, ice cream)	\$ 250.00
	\$
	\$
	\$
	\$
	\$

(f) Total Donations Pledge from Partners \$

(g) Volunteer Labor Pledge (number of hours x \$19) 405 hrs x \$19 \$ 7,695
(This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions (f + g) \$ 7,695
(NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ 12,945

(j) Total Neighborhood Match (b + h)

(total cash from partners + total donations pledge from contributions - includes volunteer hours)

\$ 7,695

Total Neighborhood Match (j), MUST exceed the City Grant Request listed on this line and on Section I (a) above.

\$ 5,000.

CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND
REQUEST FOR FUNDS
 FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS
--

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II:	THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY
REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____ Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____	

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

[illegible]

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund VOLUNTEER HOURS LOG <i>(DO NOT COMBINE HOURS - please submit one date per volunteer)</i>						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20

Total Match Value \$

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

[illegible]

**Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Pinto Palomino Residents N.A.**

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Pinto Palomino Residents N.A.** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **2601 Pinto Lane, Las Vegas NV 89107.**

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate \$1,400 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by February 1, 2011. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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

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

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 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 Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

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- (ii) A written narrative and description of the activities occurring during the reporting period; and
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- (iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

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6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

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6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

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

FOR THE SUBRECIPIENT: Pinto Palomino Residents N.A.

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

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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

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- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;
- (ii) Proceeds from the disposition of equipment purchased with NPF Program funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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(Remainder of page intentionally left blank)

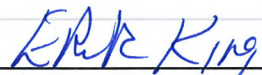
9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions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

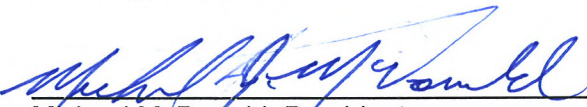
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

 9.14.10
Stephen Harsin, Director

Pinto Palomino Residents N.A.


Erik King, Project Leader


Michael McDonald, President

ATTEST:


Beverly K. Bridges, MMC,
City Clerk

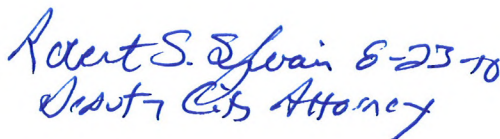
ATTEST:


W. Castell

Approved as to form:

May 27, 2010

Date


Robert S. Spain 8-23-10
Deputy City Attorney

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

Pinto Palomino Residents Neighborhood Association

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for the beautification of one of two islands on Pinto Lane.

B. Program Purpose: To improve aesthetics of mature neighborhood through a landscape improvement project.

C. Program Tasks to be Performed: Purchase plants, organize volunteers and schedule events where new drought-resistant vegetation is planted in the island.

D. Measurable Program Goals: Enhance community spirit, neighborhood beautification, get to know the neighbors.

E. Additional Program Conditions: _____

F. 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:

*****Erik King, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

- 1.
- 2.
- 3.
- 4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

Pinto Palomino Residents N.A.

DONATION SUMMARY SHEET

EXHIBIT C

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$ 1600

(b) Cash from Partners (list names & amount of donation)

_____ \$
 _____ \$
 _____ \$
 (b) Total Cash from Partners \$ 0

(c) Total Cash (a+b) \$ 1600

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.

(d) Total Cost Estimates (transfer from Cost Estimates sheet) \$ (1526.)

(e) Total cash - Cost Estimates (c - d) \$ 74.00

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

Annual nonprofit fee \$ 25.00
Copies- \$ 20.00
 _____ \$
 _____ \$
 _____ \$
 _____ \$
 (f) Total Donations Pledge from Partners \$ 45.00

(g) Volunteer Labor Pledge (number of hours x \$19) 140 hrs x \$19 \$

(This number MUST match total hours on the Volunteer Hours Pledge Sheet) 2670

(h) Total Donations Pledged from Contributions (f + g) \$ 2715
 (NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ 4315

(j) Total Neighborhood Match (b + h)

(total cash from partners + total donations pledge from contributions - includes volunteer hours)

\$ 2715

Total Neighborhood Match (j), MUST exceed the City Grant Request listed on this line and on Section I (a) above.

\$ 1600

CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND
REQUEST FOR FUNDS
 FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS
--

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY
--

REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____

Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

[illegible]

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund VOLUNTEER HOURS LOG <i>(DO NOT COMBINE HOURS - please submit one date per volunteer)</i>						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20

Total Match Value \$

Neighborhood Partners Fund
FINAL REPORT
FY 2010-2011

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

[illegible]

**Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Quail Estates West**

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Quail Estates West** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is 2851 S. Valley View #1039 Las Vegas, NV 89102.

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate \$4,700 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by February 1, 2011. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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

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

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 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 Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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

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

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period; and
- (iii) A description of the Project Expenses incurred during the reporting period.
- (iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **\$20** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

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

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

FOR THE SUBRECIPIENT: Quail Estates West HOA.

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;
- (ii) Proceeds from the disposition of equipment purchased with NPF Program funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

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

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

(Remainder of page intentionally left blank)

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

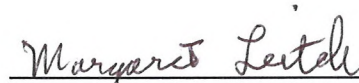
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

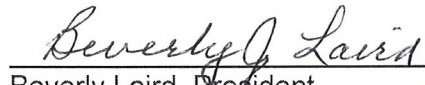
CITY OF LAS VEGAS

 9.14.10

Stephen Harsin, Director

Quail Estates West HOA

_____
Margaret Leitch, Project Leader

_____
Beverly Laird, President

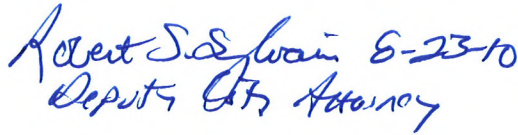
ATTEST:

_____
Beverly K. Bridges, MMC,
City Clerk

ATTEST:

_____
McCallister

Approved as to form:

 8-23-10
Deputy City Attorney

May 27, 2010

Date

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

Quail Estates West HOA

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for enhancing the safety measures throughout the HOA.

B. Program Purpose: To improve the lighting and wrought iron fence extensions throughout the property.

C. Program Tasks to be Performed: Get vendor quotes, have new lighting installed, have iron fence extension installed in areas where youth are climbing over the block wall.

D. Measurable Program Goals: Increase resident sense of security and safety; Decrease the number of youth and other intruders from climbing over block wall; provide better and brighter lighting in and outside the property.

E. Additional Program Conditions: _____

F. 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:

*****Margaret Leitch, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

- 1.
- 2.
- 3.
- 4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

Quail Estates West HOA

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$ 5,000.00
 (b) Cash from Partners (list names & amount of donation)

QEW HOA

\$

\$

\$

(b) Total Cash from Partners \$ 3,449.00

(c) Total Cash (a+b) \$ 8,449.00

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.

(d) Total Cost Estimates (transfer from Cost Estimates sheet) \$ (8,449.00)

(e) Total cash - Cost Estimates (c - d) \$ 0

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

DESERT CLARK COUNTY LIGHTING \$ 264.47

SUN WORLD \$ 845.00

\$

\$

\$

\$

(f) Total Donations Pledge from Partners \$ 1,109.47

(g) Volunteer Labor Pledge (number of hours x \$18.50 hrs x \$19.50)
 (This number MUST match total hours on the Volunteer Hours Pledge Sheet) 1615

(h) Total Donations Pledged from Contributions (f + g): 2,724.47
 (NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ 11,173.47

(j) Total Neighborhood Match (b + h)
 (total cash from partners + total donations pledge from contributions - includes volunteer hours)

\$ 6,173.47 = 6174.00

Total Neighborhood Match (j), MUST exceed the City Grant Request listed on this line and on Section I (a) above.

\$ 5,000

CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND
REQUEST FOR FUNDS
 FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____

Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

[illegible]

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

Neighborhood Partners Fund VOLUNTEER HOURS LOG (DO NOT COMBINE HOURS - please submit one date per volunteer)						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20
Total Match Value \$

Neighborhood Partners Fund
FINAL REPORT
FY 2010-2011

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

[illegible]

**Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Rancho Springs N.A.**

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Rancho Springs N.A.** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is 102 Marigold Lane, Las Vegas, NV 89107.

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate \$1,000 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by February 1, 2011. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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

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

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 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 Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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

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

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period; and
- (iii) A description of the Project Expenses incurred during the reporting period.
- (iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at \$20 per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

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

FOR THE SUBRECIPIENT: Rancho Springs N.A.

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

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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

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

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;
- (ii) Proceeds from the disposition of equipment purchased with NPF Program funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

Rancho Springs N.A.



Stephen Harsin, Director

10-19-10



Chuck Godman, Project Leader



Chuck Godman, President

ATTEST:



Beverly K. Bridges, MMC
City Clerk

ATTEST:

Approved as to form:



May 27, 2010

Date

Council Action:

9-1-2010

2010-2011 PROGRAM DESCRIPTION

Rancho Springs N.A.

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for purchase of 12 large boulders on the West side of Rancho Road, between I 95 freeway and Mesquite Road.

B. Program Purpose: To allow residents in this mature neighborhood the ability to finalize the beautification project surrounding the community.

C. Program Tasks to be Performed: Coordinate work with the NV Department of Transportation and obtain permission to close right lane on Rancho Road; order the boulders from vendor; mark (with spray paint the locations where boulders will be placed).

D. Measurable Program Goals: Enhance community spirit, beautify one of the entryways to the neighborhood; increase resident morale.

E. Additional Program Conditions: _____

F. 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:

*****Chuck Godman, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

- 1.
- 2.
- 3.
- 4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

Rancho Springs N. A.

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$ ~~950.00~~ 1000
(b) Cash from Partners (list names & amount of donation)

_____\$
_____\$
_____\$
(b) Total Cash from Partners \$

(c) Total Cash (a+b) \$ ~~950.00~~ 1000

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.

(d) Total Cost Estimates (transfer from Cost Estimates sheet)

\$ ~~(950.00)~~

(e) Total cash - Cost Estimates (c - d)

\$ 50.00

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

Boulder Placement \$ 240.00
Boulder Placement \$ 315.00
_____\$
_____\$
_____\$
_____\$

(f) Total Donations Pledge from Partners \$ 555.00

(g) Volunteer Labor Pledge (number of hours x \$19) 34 hrs x \$19 \$
(This number MUST match total hours on the Volunteer Hours Pledge Sheet)

646.00

(h) Total Donations Pledged from Contributions (f + g) \$
(NOT cash donations)

1,201.00

(i) Grand Total Project Revenues (c + h)

\$ 2,201.00

(j) Total Neighborhood Match (b + h)

(total cash from partners + total donations pledge from contributions - includes volunteer hours)

\$ 1,201.00

Total Neighborhood Match (j), MUST exceed the City Grant Request listed on this line and on Section I (a) above.

\$ 1000.00

CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND

REQUEST FOR FUNDS
FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY
REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____ Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

[illegible]

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund VOLUNTEER HOURS LOG <i>(DO NOT COMBINE HOURS - please submit one date per volunteer)</i>						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20
 Total Match Value \$

Neighborhood Partners Fund
FINAL REPORT
FY 2010-2011

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

[illegible]

2010-2011 PROGRAM DESCRIPTION

Rancho Manor N.A.

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for rental equipment and paint to cover a perimeter wall in one of the main streets in this neighborhood.

B. Program Purpose: To allow residents the ability to improve the appearance and image of this mature neighborhood.

C. Program Tasks to be Performed: Rent the sprayer equipment; organize volunteers; purchase paint; organize painting event; order food and drinks for after party.

D. Measurable Program Goals: Enhance community spirit, beautify one of the entryways to the neighborhood; increase resident morale.

E. Additional Program Conditions: _____

F. 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:

*****Daniel Deegan, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

**Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Sartini Plaza Resident Council**

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Sartini Plaza Resident Council** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is 900 Brush Street, #424 Las Vegas NV 89107.

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate \$1,200 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by February 1, 2011. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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

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

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 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 Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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

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

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period; and
- (iii) A description of the Project Expenses incurred during the reporting period.
- (iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **\$20** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

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

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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

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

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

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

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

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

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

- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

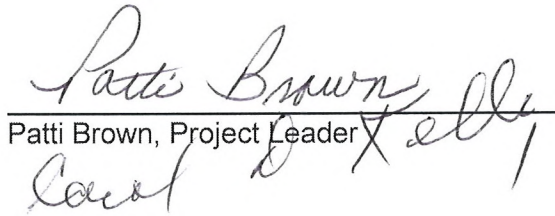
9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions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

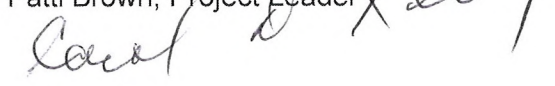
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

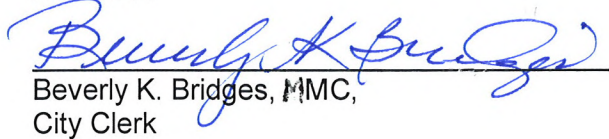

Stephen Harsin, Director

Sartini Plaza Resident Council

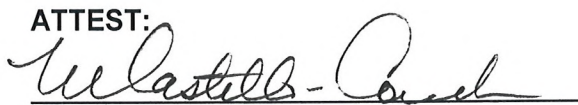

Patti Brown, Project Leader


Carol Kelly, President

ATTEST:


Beverly K. Bridges, MMC,
City Clerk

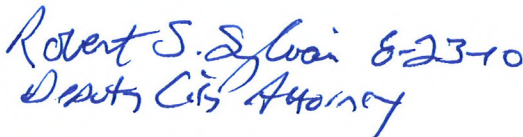
ATTEST:



Approved as to form:

May 27, 2010

Date


Robert S. Sloan 8-23-10
Deputy City Attorney

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

Sartini Plaza Resident Council

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for a computer and projector and Bingo software to replace the current bingo equipment that is deteriorating.

B. Program Purpose: To allow residents the ability to continue to socialize and enjoy their independence.

C. Program Tasks to be Performed: Order computer equipment and projector; install software program; train the persons who will be calling bingo.

D. Measurable Program Goals: Order equipment; install new software; get donated table with lockable doors to store equipment; provide simple training for persons who will be calling the bingo games.

E. Additional Program Conditions: _____

F. 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:

*****Patti Brown, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

- 1.
- 2.
- 3.
- 4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

Sartini Plaza Resident Council

DONATION SUMMARY SHEET

EXHIBIT C

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$ 1200

(b) Cash from Partners (list names & amount of donation)

_____\$
 _____\$
 _____\$
 (b) Total Cash from Partners \$

(c) Total Cash (a+b) \$ 1200

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.

(d) Total Cost Estimates (transfer from Cost Estimates sheet) \$(1149.97)

(e) Total cash - Cost Estimates (c - d) \$

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

Sartini Plaza Resident Council \$ 150.00
 (cups, cookies, punch, lemonade)
 _____\$
 _____\$
 _____\$
 _____\$
 _____\$

(f) Total Donations Pledge from Partners \$ 150.00

(g) Volunteer Labor Pledge (number of hours x \$19) 105 hrs x \$19 \$ 1995

(This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions (f + g) 2145.00
 (NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ 3345

(j) Total Neighborhood Match (b + h)

(total cash from partners + total donations pledge from contributions - includes volunteer hours)

\$ 1995.00

Total Neighborhood Match (j), MUST exceed the City Grant Request listed on this line and on Section I (a) above.

\$ 1200

CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND
REQUEST FOR FUNDS
 FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS
--

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY
--

REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____

Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

Neighborhood Partners Fund MONTHLY PROGRESS REPORT FY 2010-2011	EXHIBIT E
--	------------------

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

[illegible]

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund

VOLUNTEER HOURS LOG

(DO NOT COMBINE HOURS - please submit one date per volunteer)

Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20

Total Match Value \$

Neighborhood Partners Fund
FINAL REPORT
FY 2010-2011

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

[illegible]

**Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Lakes Association**

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Lakes Association**. (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is 9030 W. Sahara Avenue #465 Las Vegas, NV 89117.

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

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The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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

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

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 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 Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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

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

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period; and
- (iii) A description of the Project Expenses incurred during the reporting period.
- (iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **\$20** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

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

FOR THE SUBRECIPIENT: Lakes Association

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

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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

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

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;
- (ii) Proceeds from the disposition of equipment purchased with NPF Program funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

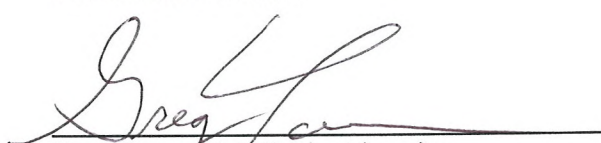
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

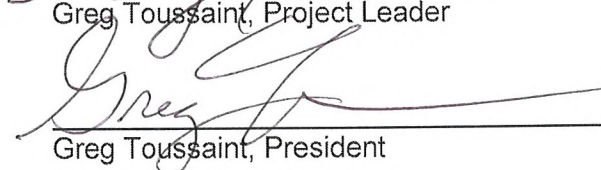
Lakes Association

 8/14/10

Stephen Harsin, Director

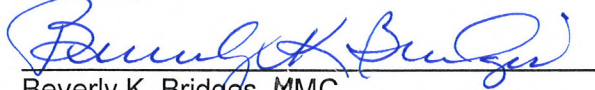


Greg Toussaint, Project Leader



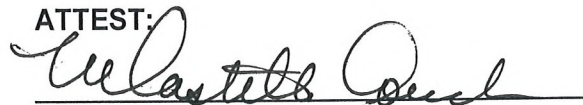
Greg Toussaint, President

ATTEST:

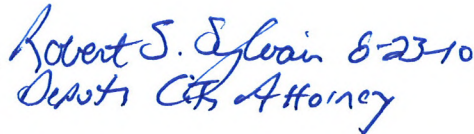


Beverly K. Bridges, MMC,
City Clerk

ATTEST:



Approved as to form:

 8-23-10
Deputy City Attorney

May 27, 2010

Date

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

Lakes Association

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay some of the expenses incurred in the coordination of the 2010 Lakes Festival of Lights.

B. Program Purpose: To bring together families from surrounding communities to enjoy music, dancing, food, car and craft shows, other entertainment and an electric light boat parade of this holiday event.

C. Program Tasks to be Performed: Organize various committees to coordinate different components of event, recruit volunteers, reserve stage and bleachers, organize and book the entertainment (choirs, dancers, other performers), recruit vendors and donations.

D. Measurable Program Goals: Enhance community spirit, ensure public safety during event, and promote event..

E. Additional Program Conditions: _____

F. 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:

*****Greg Toussaint, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

- 1.
- 2.
- 3.
- 4.

Total Cost

\$ _____

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

LAKES ASSOCIATION

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$ 4,500.00

(b) Cash from Partners (list names & amount of donation)

Proceeds from: car show, craft show, food concessions, \$ 8,775
 exhibit space rental, and sponsorships \$
 \$

(b) Total Cash from Partners \$ 8,775.00

(c) Total Cash (a+b) \$ 13,275.00

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.

(d) Total Cost Estimates (transfer from Cost Estimates sheet) \$ (13,275.00)

(e) Total cash - Cost Estimates (c - d) \$ 0.00

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

Jaramillo Landscape & Maintenance Co. \$ 2,250.00

\$
 \$
 \$
 \$
 \$
 \$

(f) Total Donations Pledge from Partners \$ 2,250.00

(g) Volunteer Labor Pledge (number of hours x \$19) 1200 hrs x \$19 \$ 22,800.00
 (This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions (f + g) \$ 25,050.00
 (NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ 38,325.00

(j) Total Neighborhood Match (b + h)

(total cash from partners + total donations pledge from contributions - includes volunteer hours)

825
 \$ 33,835.00

Total Neighborhood Match (j), MUST exceed the City Grant Request listed on this line and on Section I (a) above.

\$ 4,500.00

CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND
REQUEST FOR FUNDS
 FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS
--

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY
--

REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____

Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

[illegible]

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund VOLUNTEER HOURS LOG <i>(DO NOT COMBINE HOURS - please submit one date per volunteer)</i>						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20

Total Match Value \$

Neighborhood Partners Fund
FINAL REPORT
FY 2010-2011

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

[illegible]

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Gateway District Association.

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Gateway District Association.** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is 9113 Lazy Hill Circle Las Vegas, NV 89117.

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate **\$4,000** (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by February 1, 2011. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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

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

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 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 Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

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expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

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SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

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

FOR THE SUBRECIPIENT: Gateway District Association

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

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;
- (ii) Proceeds from the disposition of equipment purchased with NPF Program funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

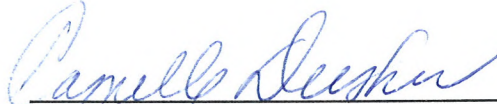
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

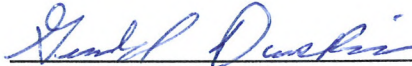
Gateway District Association

 9.14.10

Stephen Harsin, Director

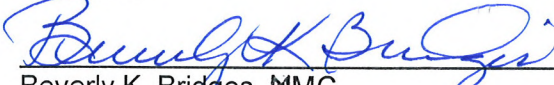


Camille Duskin, Project Leader



Gerald Duskin, President

ATTEST:

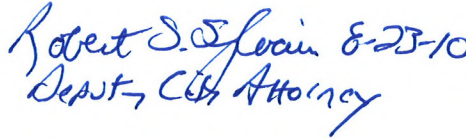


Beverly K. Bridges, MMC,
City Clerk

ATTEST:



Approved as to form:

 8-23-10
Deputy City Attorney

May 27, 2010

Date

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

Gateway District Association

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay artists and assist with continuing expenses for the three buildings proposed for murals in this community.

B. Program Purpose: To bring positive recognition to this community by creating art that draws attention of pedestrian and vehicle traffic. The alley art component will engage the youth in painting art on the back of buildings in an alley parallel to Fairfield Avenue.

C. Program Tasks to be Performed: Work with each property owner to develop a plan or design; Hire the artists, purchase supplies and prepare the building "canvas," work with Stupak Center youth to develop the alley art.

D. Measurable Program Goals: Enhance community spirit, beautify the neighborhood using mural and alley art, Increase communal relationships as volunteers help with the project.

E. Additional Program Conditions: _____

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

*****Camille Duskin, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

- 1.
- 2.
- 3.
- 4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

Gateway District Association

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$5,000.00

(b) Cash from Partners (list names & amount of donation)

_____\$
 _____\$
 _____\$
 (b) Total Cash from Partners \$5,000.00

(c) Total Cash (a+b) \$5,000.00

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.

(d) Total Cost Estimates (transfer from Cost Estimates sheet) \$ ()

(e) Total cash - Cost Estimates (c - d) \$ 5,000.00

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

Sherwin Williams paint donated \$1,350.00
 Gerald Duskin - supplies \$Duskin/Sherwin
 Williams combined _____\$

3 buildings -owners provide canvas (front of building) \$2,800.00
 _____\$

(f) Total Donations Pledge from Partners \$ 4,150.00

(g) Volunteer Labor Pledge (number of hours x \$19) 342 hrs x \$19 = \$6,498
 (This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions (f + g) 10,648
 (NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ 15,648

(j) Total Neighborhood Match (b + h)

(total cash from partners + total donations pledge from contributions - includes volunteer hours)

\$ 10,648

Request -

5,000

7/6/10
 mee
 spoke to
 Camille

CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND
REQUEST FOR FUNDS
 FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____

Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

[illegible]

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund VOLUNTEER HOURS LOG (DO NOT COMBINE HOURS - please submit one date per volunteer)						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20
Total Match Value \$

Neighborhood Partners Fund
FINAL REPORT
FY 2010-2011

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

[illegible]

**Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Team Millennium N.A.**

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Team Millennium N.A.** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is 830 N. Lamb Blvd, Management Office, Las Vegas NV 89110.

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate \$1,100 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by February 1, 2011. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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

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

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 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 Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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

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

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period; and
- (iii) A description of the Project Expenses incurred during the reporting period.
- (iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **\$20** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

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

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FOR THE CITY:

City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **Team Millennium N.A.**

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

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

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

- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

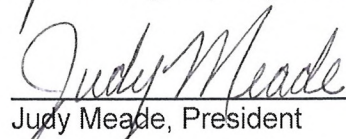
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

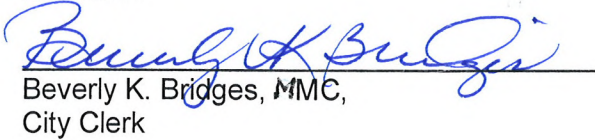

Stephen Harsin, Director

Team Millennium N.A.


John Rodriguez, Project Leader


Judy Meade, President

ATTEST:

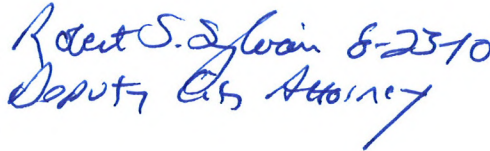

Beverly K. Bridges, MMC,
City Clerk

ATTEST:



Approved as to form:

May 27, 2010
Date


Robert S. Flynn 8-23-10
Deputy City Attorney

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

Team Millennium N.A.

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for CCTV cameras and physical improvements to make this neighborhood safer.

B. Program Purpose: To allow residents the ability to solve safety-related issues and provide and safer environment for them.

C. Program Tasks to be Performed: Order computer equipment, camera, pool safety equipment.

D. Measurable Program Goals: Order equipment; Deter crime in common areas, create safer pool conditions; raise awareness of neighborhood watch program; create safer playground conditions.

E. Additional Program Conditions: _____

F. 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:

*****John Rodriguez, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

- 1.
- 2.
- 3.
- 4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

TEAM Millennium N.A.

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$ 1100

(b) Cash from Partners (list names & amount of donation)

Cal Am Properties \$ 1000

\$

\$

\$

(b) Total Cash from Partners \$ 1000

(c) Total Cash (a+b) \$ 2100

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.

(d) Total Cost Estimates (transfer from Cost Estimates sheet) \$ (2029)

(e) Total cash - Cost Estimates (c - d) \$ 71⁰⁰

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

\$

\$

\$

\$

\$

\$

(f) Total Donations Pledge from Partners \$

(g) Volunteer Labor Pledge (number of hours x \$19) 110 hrs x \$19 \$ 2,090

(This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions (f + g) \$ 2090
(NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ 4190

(j) Total Neighborhood Match (b + h)

(total cash from partners + total donations pledge from contributions - includes volunteer hours)

\$ 3,090

Total Neighborhood Match (j), MUST exceed the City Grant Request listed on this line and on Section I (a) above.

\$ 1100

CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND
REQUEST FOR FUNDS
 FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____

Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund VOLUNTEER HOURS LOG <i>(DO NOT COMBINE HOURS - please submit one date per volunteer)</i>						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20

Total Match Value \$

Neighborhood Partners Fund
FINAL REPORT
FY 2010-2011

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

[illegible]

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Washington Square N.A.

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Washington Square N.A.** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is 3513 Valley Forge, Las Vegas NV 89110.

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate \$1,200 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by February 1, 2011. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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

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

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 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 Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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

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

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period; and
- (iii) A description of the Project Expenses incurred during the reporting period.
- (iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **\$20** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

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

FOR THE SUBRECIPIENT: **Washington Square N.A.**

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

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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

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

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

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

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

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

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

- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

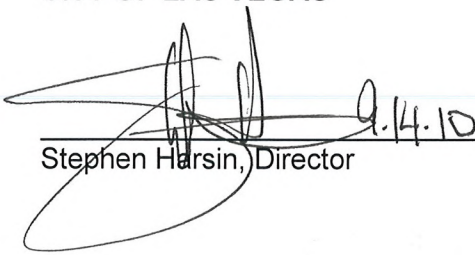
(Remainder of page intentionally left blank)

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

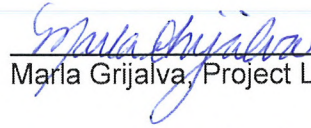
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

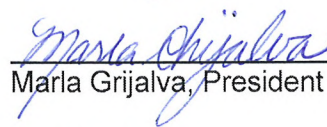
CITY OF LAS VEGAS

Washington Square N.A.

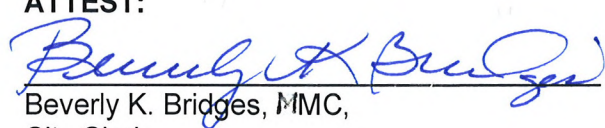
 9.14.10

Stephen Harsin, Director

_____
Marla Grijalva, Project Leader

_____
Marla Grijalva, President

ATTEST:

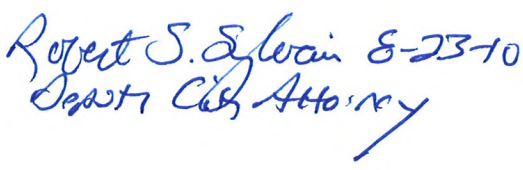
_____
Beverly K. Bridges, MMC,
City Clerk

ATTEST:

_____
Council Member

Approved as to form:

May 27, 2010
Date

 8-23-10
Deputy City Attorney

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

Washington Square N.A.

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay materials and services required to start a newsletter and improve communications among residents of this mature neighborhood.

B. Program Purpose: To allow residents the ability to create a sense of community and increase communication among each other.

C. Program Tasks to be Performed: Order cartridges for printer and paper; begin writing articles about code enforcement issues, encourage better property maintenance; promote healthy lifestyles; hold a positive neighborhood event.

D. Measurable Program Goals: Number of newsletters developed and distributed; number of volunteers attracted to distribute the newsletters door to door; organize community event to bring people together..

E. Additional Program Conditions: _____

F. 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:

*****Marla Grijalva, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

- 1.
- 2.
- 3.
- 4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

Washington Square N.A.

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$ 1200

(b) Cash from Partners (list names & amount of donation)

_____	\$ _____
_____	\$ _____
_____	\$ _____
(b) Total Cash from Partners	\$ 0
(c) Total Cash (a+b)	\$ 1200

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.

(d) Total Cost Estimates (transfer from
Cost Estimates sheet) \$ (1200)

(e) Total cash - Cost Estimates (c - d) \$ 0

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

Discount - Fed Ex Office	\$ 420
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
(f) Total Donations Pledge from Partners	\$ 420

(g) Volunteer Labor Pledge (number of hours x \$19) 100 hrs x \$19 \$ 1900

(This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions (f + g) \$ 2320
(NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ 3420

(j) Total Neighborhood Match (b + h)

(total cash from partners + total donations pledge from contributions - includes volunteer hours)

\$ 2320

Total Neighborhood Match (j), MUST exceed the City Grant Request listed on this line and on Section I (a) above.

\$ 1200

CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND
REQUEST FOR FUNDS
 FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS
--

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY
--

REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____

Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

[illegible]

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund VOLUNTEER HOURS LOG <i>(DO NOT COMBINE HOURS - please submit one date per volunteer)</i>						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20

Total Match Value \$

Neighborhood Partners Fund
FINAL REPORT
FY 2010-2011

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

[illegible]

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Buena Vista HOA.

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Buena Vista HOA.** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is 7745 Allerton Avenue, Las Vegas, NV 89128.

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate **\$4,500** (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by February 1, 2011. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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

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

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 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 Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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

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

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

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

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

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

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **\$20** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

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

FOR THE SUBRECIPIENT: Buena Vista HOA

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

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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

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

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;
- (ii) Proceeds from the disposition of equipment purchased with NPF Program funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

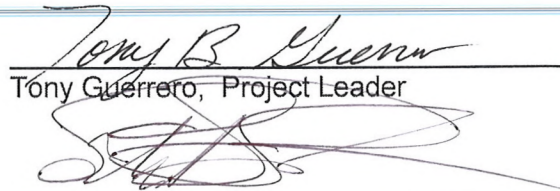
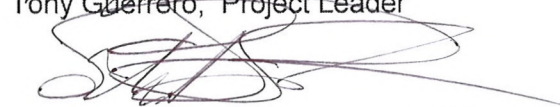
9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions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

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

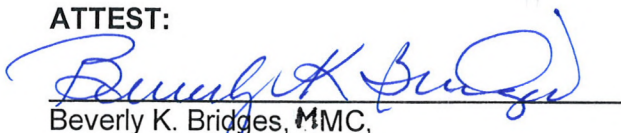
CITY OF LAS VEGAS

Buena Vista HOA


Stephen Harsin, Director


Tony Guerrero, Project Leader

Sibelle Sanchez, President

ATTEST:


Beverly K. Bridges, MMC,
City Clerk

ATTEST:


Approved as to form:


Robert S. Sloan 8-23-10
Deputy City Attorney

May 27, 2010

Date

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

Buena Vista HOA

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for improvements that should deter crime and vandalism in this community.

B. Program Purpose: To provide a safer environment for the community.

C. Program Tasks to be Performed: Repair the fence at weak points and /or broken areas; paint perimeter of fencing along property facing Pueblo Park. Install lighting around the swimming pool area.

D. Measurable Program Goals: Reduce vandalism; increase community engagement and organize a community event.

E. Additional Program Conditions: _____

F. 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:

*****Tony Guerrero, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

1.

2.

3.

4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

Buena Vista HOA

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$ 4900.00

(b) Cash from Partners (list names & amount of donation)

Buena Vista HOA \$ 4946.00

\$

\$

(b) Total Cash from Partners \$ 4946.00

(c) Total Cash (a+b) \$ 9846.00

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.(d) Total Cost Estimates (transfer from
Cost Estimates sheet) \$ (9846.00)

(e) Total cash - Cost Estimates (c - d) \$ 0

*(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.***II. DONATIONS PLEDGE VALUE (Donated professional services & products)**

(f) Donating Partners (list names & amount)

Community Engagement Party/Fence Repair Kickoff \$

Pizza, Soda, Water, Plates, Napkins, Utensils, Ice (Buena Vista) \$ 200

\$

\$

\$

\$

(f) Total Donations Pledge from Partners \$ 200

(g) Volunteer Labor Pledge (number of hours x \$19) ¹⁰⁶ 91 hrs x \$19 ²⁰¹⁴ \$ 1729.00

(This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions (f + g) \$ ~~1929.00~~ ²²¹⁴ 2214 ^{6/30/10} _{mcu}

(NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ ~~11,775.00~~ ^{12,060} 12,060(j) Total Neighborhood Match (b + h)
(total cash from partners + total donations pledge from contributions -
includes volunteer hours)

\$

~~6875~~ ⁷¹⁶⁰ 7160Total Neighborhood Match (j), MUST exceed the City Grant Request
listed on this line and on Section I (a) above.

\$

4900

CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND

REQUEST FOR FUNDS
FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____

Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund VOLUNTEER HOURS LOG <i>(DO NOT COMBINE HOURS - please submit one date per volunteer)</i>						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20
 Total Match Value \$

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Cultural Corridor Coalition.

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Cultural Corridor Coalition**. (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is 900 Las Vegas Boulevard North, Las Vegas, NV 89101.

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate **\$4,600** (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by February 1, 2011. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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

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

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 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 Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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

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

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period; and
- (iii) A description of the Project Expenses incurred during the reporting period.
- (iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **\$20** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

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

FOR THE SUBRECIPIENT:	Cultural Corridor Coalition
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The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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

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

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;
- (ii) Proceeds from the disposition of equipment purchased with NPF Program funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

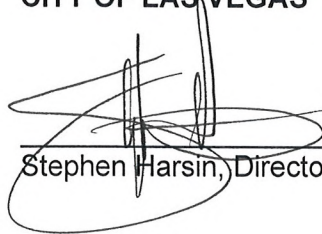
9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

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

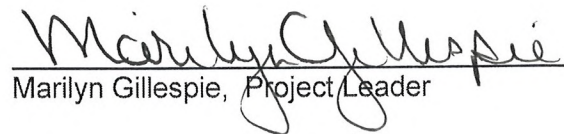
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

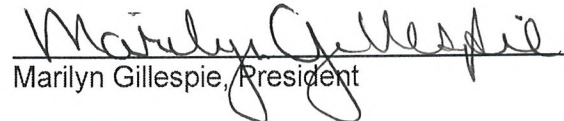
 9-14-10

Stephen Harsin, Director

Cultural Corridor Coalition

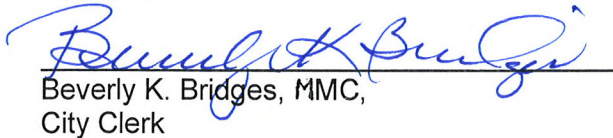


Marilyn Gillespie, Project Leader



Marilyn Gillespie, President

ATTEST:



Beverly K. Bridges, MMC,
City Clerk

ATTEST:



Approved as to form:

 8-23-10
Deputy City Attorney

May 27, 2010
Date

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

Cultural Corridor Coalition

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for a cultural project, which demonstrates traditions about different cultures, religion and/or countries.

B. Program Purpose: To offer a program that brings cultures together to celebrate traditions during December.

C. Program Tasks to be Performed: Coordinate and schedule different community groups during the month of December to showcase their celebration at the seven cultural institutions that comprise the Cultural Corridor. Develop audience and promote event through advertising and publicity. Promote collaboration with corridor institutions but with public, CCSD, the neighborhoods and the LV Convention and Visitors Authority.

D. Measurable Program Goals: Audience participation in month-long events; number of groups displaying their traditional celebration/activities/items during this month. _

E. Additional Program Conditions: _____

F. 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:

*****Marilyn Gillespie, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

- 1.
- 2.
- 3.
- 4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

Cultural Corridor Coalition EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$ 5,000

(b) Cash from Partners (list names & amount of donation)

Las Vegas Library \$ 1,000

Las Vegas Natural History Museum \$ 300

Lied Museum \$ 250

(b) Total Cash from Partners \$ 1,550

(c) Total Cash (a+b) \$ 6,550

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.

(d) Total Cost Estimates (transfer from Cost Estimates sheet) \$ (6,550)

(e) Total cash - Cost Estimates (c - d) \$ 0

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

Arthur Cabrales - Manager, Las Vegas Library \$ 1000.00

Marilyn Gillespie - Executive Director, LV Natural History Museum \$ 1742.00

Scott Eggly - Ranger, Old Las Vegas Mormon Fort State Park \$ 4000.00

Danielle Kelly - Operations Manager, The Neon Museum \$ 1000.00

Margaret Orsburn - Art Director, LV Natural History Museum \$ 152.50

Glenn Orsburn - Facilities & Exhibits, LV Natural History Museum \$ 250.00

Pam Thomas - Education Director, LV Natural History Museum \$ 576.00

James Mullikin - Managing Partner, Bunkers Mortuary \$ 145.80

Brock Radke - Marketing Mgr., Lied Discovery Children's Museum \$ 2500.00

Victor Rodriguez - Creative Director - Eurie Creative \$ 2500.00

(f) Total Donations Pledge from Partners \$ 13866.30

(g) Volunteer Labor Pledge (number of hours x \$19) hrs x \$19 \$ 1843
(This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions (f + g) \$ 14626.30
(NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ 22,009.30

CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND
REQUEST FOR FUNDS
 FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____

Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund VOLUNTEER HOURS LOG <i>(DO NOT COMBINE HOURS - please submit one date per volunteer)</i>						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20

Total Match Value \$

Neighborhood Partners Fund
FINAL REPORT
FY 2010-2011

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

[illegible]

**Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Rancho Manor N.A.**

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Rancho Manor N.A.** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is 1801 Granite Avenue, Las Vegas, NV 89106.

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate \$1,100 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by February 1, 2011. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

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

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3.07 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 Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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

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

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period; and
- (iii) A description of the Project Expenses incurred during the reporting period.
- (iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **\$20** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

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

FOR THE SUBRECIPIENT: Rancho Manor N.A.

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

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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

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

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;
- (ii) Proceeds from the disposition of equipment purchased with NPF Program funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

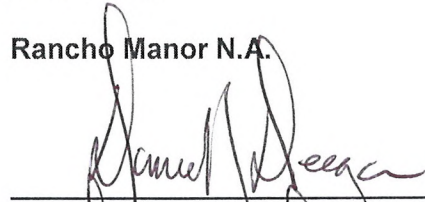
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

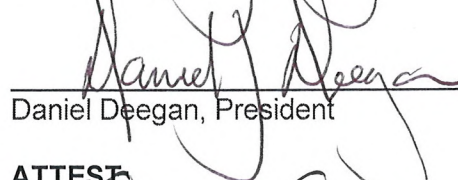


Stephen Harsin, Director

Rancho Manor N.A.

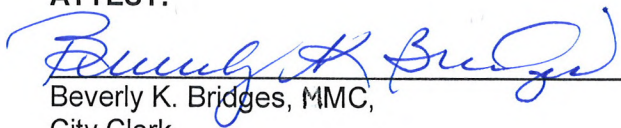


Daniel Deegan, Project Leader



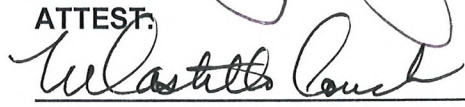
Daniel Deegan, President

ATTEST:



Beverly K. Bridges, MMC,
City Clerk

ATTEST:



W. Ashtin Couch

Approved as to form:



Robert S. Ifovin 8-23-10
Deputy City Attorney

May 27, 2010
Date

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

Rancho Manor N.A.

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for rental equipment and paint to cover a perimeter wall in one of the main streets in this neighborhood.

B. Program Purpose: To allow residents the ability to improve the appearance and image of this mature neighborhood.

C. Program Tasks to be Performed: Rent the sprayer equipment; organize volunteers; purchase paint; organize painting event; order food and drinks for after party.

D. Measurable Program Goals: Enhance community spirit, beautify one of the entryways to the neighborhood; increase resident morale.

E. Additional Program Conditions: _____

F. 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:

*****Daniel Deegan, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

- 1.
- 2.
- 3.
- 4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

Rancho MANOR N.A.

Exhibit A

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

- (a) City Grant Request (The amount your association is requesting) \$ 1,100
 (b) Cash from Partners (list names & amount of donation)

 (b) Total Cash from Partners \$ 0

(c) Total Cash (a+b) \$ 1,100

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.

(d) Total Cost Estimates (transfer from Cost Estimates sheet) \$ (1085)

(e) Total cash - Cost Estimates (c - d) \$ 15

(e) Total Cash minus Cost Estimates (c - d) should equal \$0. If amount is greater than \$0, applicant will need to (1) decrease expenses on Cost Estimates sheet, or (2) Increase the City Grant Request ((Line (a)) in increments of \$100, or (3) increase the Cash from Partners donations to match the difference. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

ALERN Rentals discount \$ 73.50
Lowe's Paint discount \$ 85.00
Rancho Manor drink/cookies \$ 25.00

 (f) Total Donations Pledge from Partners \$ 183.50

(g) Volunteer Labor Pledge (number of hours x \$15) 66 hrs x \$15 \$ 1254
 (This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions (f + g) \$ 1437.50
 (NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ 2537.50

(j) Total Neighborhood Match (b + h)
 (total cash from partners + total donations pledge from contributions - includes volunteer hours)

\$ 1437.50

Total Neighborhood Match (j), MUST exceed the City Grant Request listed on this line and on Section I (a) above.

\$ 1100

CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND
REQUEST FOR FUNDS
 FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____

Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

[illegible]

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund VOLUNTEER HOURS LOG <i>(DO NOT COMBINE HOURS - please submit one date per volunteer)</i>						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20
 Total Match Value \$

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

[illegible]

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Robert Gordon Plaza Resident Council

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Robert Gordon Plaza Resident Council** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is 508 N. 11th Street #A Las Vegas NV 89101.

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate \$1,900 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by February 1, 2011. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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

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

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 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 Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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

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- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period; and
- (iii) A description of the Project Expenses incurred during the reporting period.
- (iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

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6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

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

FOR THE SUBRECIPIENT: **Robert Gordon Plaza Resident Council.**

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

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;
- (ii) Proceeds from the disposition of equipment purchased with NPF Program funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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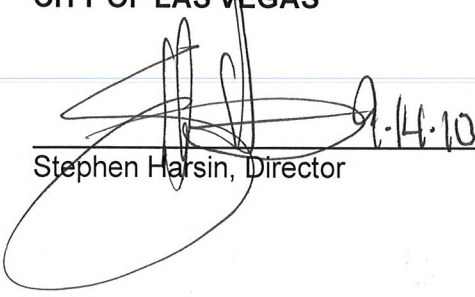
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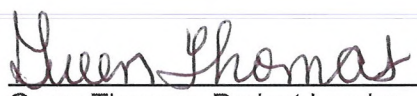
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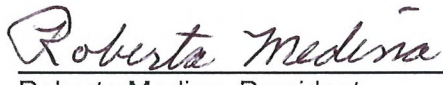
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Robert Gordon Plaza Resident Council


Stephen Harsin, Director

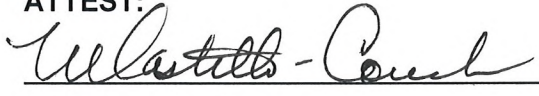

Gwen Thomas, Project Leader


Roberta Medina, President

ATTEST:


Beverly K. Bridges, MMC,
City Clerk

ATTEST:


W. LaTille - Council

Approved as to form:


May 27, 2010
Date

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

Robert Gordon Plaza Resident Council

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for food commodities, shelving racks, health cards and rental truck to start a food program for seniors at this complex.

B. Program Purpose: To allow residents the ability to improve the health and wellness, independence of seniors living in this complex.

C. Program Tasks to be Performed: Order freezer, racks and dutch ovens from Sears or other vendors; Order sign/message board; obtain health cards for 3 volunteers through SNHD; Coordinate commodities pick up from Three Square, rent the truck to transport these goods.

D. Measurable Program Goals: Provide food commodities for low-income seniors; obtain health cards; purchase equipment and supplies needed in the kitchen.

E. Additional Program Conditions: _____

F. 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:

*****Gwen Thomas, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

- 1.
- 2.
- 3.
- 4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

Robert Gordon Plaza Resident Council

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$ 1900

(b) Cash from Partners (list names & amount of donation)

_____\$
 _____\$
 _____\$
 (b) Total Cash from Partners \$ 0

(c) Total Cash (a+b) \$ 1900

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.

(d) Total Cost Estimates (transfer from Cost Estimates sheet) \$(1887)

(e) Total cash - Cost Estimates (c - d) \$ 13

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

Secretary of State non profit fee (Robert Gordon) \$ 25.00
 _____\$
 _____\$
 _____\$
 _____\$
 _____\$

(f) Total Donations Pledge from Partners \$ 25

(g) Volunteer Labor Pledge (number of hours x \$19) 161 hrs x \$19 \$ 3059
 (This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions (f + g) \$ 3084
 (NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ 4984

(j) Total Neighborhood Match (b + h)

(total cash from partners + total donations pledge from contributions - includes volunteer hours)

\$ 3084

Total Neighborhood Match (j), MUST exceed the City Grant Request listed on this line and on Section I (a) above.

\$ 1900

CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND
REQUEST FOR FUNDS
FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS
--

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY
--

REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____

Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

[illegible]

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

**Neighborhood Partners Fund
VOLUNTEER HOURS LOG**

(DO NOT COMBINE HOURS - please submit one date per volunteer)

<i>Type of Work</i>	<i>Date</i>	<i>Name of Volunteer</i>	<i>Signature of Volunteer</i>	<i>Address</i>	<i>Phone</i>	<i>Hours Worked</i>
Total Hours						

X \$20

Total Match Value \$

Neighborhood Partners Fund
FINAL REPORT
FY 2010-2011

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

[illegible]

Neighborhood Partners Funding Agreement *new name ..*
By and Between the City of Las Vegas and West LV #1 N.A.

Historic Westside School Neighborhood Association

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and *Historic Westside School Neighborhood Association* ~~West LV #1 N.A.~~ (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is 307 W. Van Buren Avenue, Las Vegas, NV 89106.

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate \$4,100 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by February 1, 2011. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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

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

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 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 Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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

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

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period; and
- (iii) A description of the Project Expenses incurred during the reporting period.
- (iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at \$20 per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

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

FOR THE SUBRECIPIENT: **West LV #1 N.A.**

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

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

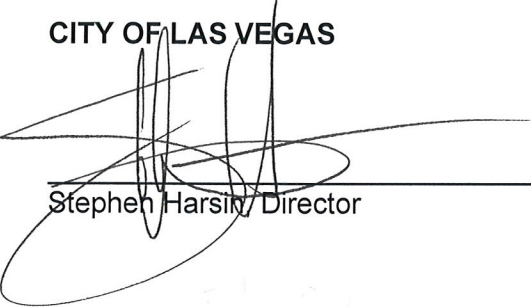
9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

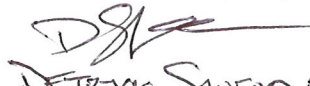


Stephen Harsin, Director

Historic Westside School Neighborhood Association
West LV #1 N.A.



Detrick Sanford, Project Leader


~~DETROCK SAWAD, PRESIDENT~~

Amir M. Hujjutallah, President

No longer affiliates w/ NA

ATTEST:



Beverly K. Bridges, MMC
City Clerk

ATTEST:

Approved as to form:

Robert S. Sylvan 8-23-10
Deputy City Attorney

May 27, 2010
Date

Council Action:

9-1-2010

2010-2011 PROGRAM DESCRIPTION

~~West Las Vegas #1 N.A.~~ *new name*

Historic Westside School Neighborhood Association

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay lighting, neighborhood watch signs and other supplies needed to revitalize this West LV neighborhood.

B. Program Purpose: To allow residents the ability to create a sense of community, increase communication among each other and improve the safety in this area.

C. Program Tasks to be Performed: Provide 100 residential properties within this association with external motion lighting; partner with CLV and NVEnergy to upgrade and improve street lighting; Increase participation in neighborhood watch program; mobilize residents in planned neighborhood beautification initiatives.

D. Measurable Program Goals: Increase resident participation in neighborhood events; number of residential homes receiving external motion lighting; number of residents involved in the neighborhood watch program.

E. Additional Program Conditions: _____

F. 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:

*****Detrick Sanford, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

1.

2.

3.

4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

West Las Vegas #1 N.A.

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$4,900

(b) Cash from Partners (list names & amount of donation)

_____\$
 _____\$
 _____\$
 (b) Total Cash from Partners \$0

(c) Total Cash (a+b) \$4,900

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.

(d) Total Cost Estimates (transfer from
 Cost Estimates sheet) \$ 4820.94

(e) Total cash - Cost Estimates (c - d) \$ 79.06

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

 JTIMO CREATIF \$ 1,500
 _____\$
 _____\$
 _____\$
 _____\$
 _____\$
 (f) Total Donations Pledge from Partners \$ 1,500

(g) Volunteer Labor Pledge (number if hours x \$19) 315 hrs x \$19 \$ 5,985
 (This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions (f + g) \$ 7,485
 (NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ 12,385

(j) Total Neighborhood Match (b + h)

(total cash from partners + total donations pledge from contributions - includes volunteer hours)

\$ 7,485

Total Neighborhood Match (j), MUST exceed the City Grant Request listed on this line and on Section I (a) above.

\$ 4,900

CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND
REQUEST FOR FUNDS
 FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS
--

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE
 PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY
--

REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____

Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

[illegible]

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund VOLUNTEER HOURS LOG <i>(DO NOT COMBINE HOURS - please submit one date per volunteer)</i>						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20
 Total Match Value \$

Neighborhood Partners Fund
FINAL REPORT
FY 2010-2011

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

[illegible]

**Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Westchester Manor HOA**

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Westchester Manor HOA** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **2357 D Wooster Circle, Las Vegas NV 89108.**

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate \$4,500 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by February 1, 2011. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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

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

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 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 Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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

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

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period; and
- (iii) A description of the Project Expenses incurred during the reporting period.
- (iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **\$20** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:

City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **Westchester Manor HOA**

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

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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

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

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

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

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

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

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

- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

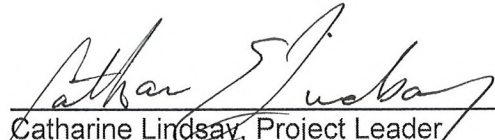
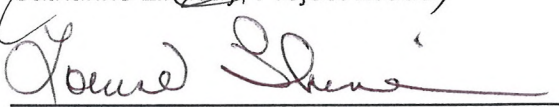
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

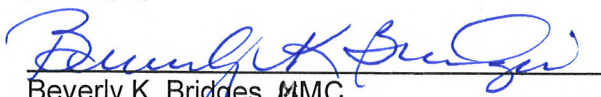
 9.14.10

Stephen Harsin, Director

Westchester Manor HOA

 Catharine Lindsay, Project Leader
 Louise Shive, President

ATTEST:



Beverly K. Bridges, MMC,
City Clerk

ATTEST:



Approved as to form:

 8-23-10
Deputy City Attorney

May 27, 2010
Date

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

Westchester Manor HOA

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for a landscaping revitalization of this mature community.

B. Program Purpose: To trim overgrown trees, replace plants and finish updating irrigation throughout the complex.

C. Program Tasks to be Performed: Trim mulberry trees throughout complex; add plants to areas that previously had landscaping and where irrigation retrofit is completed; complete irrigation retrofit on Wooster Circle; add plants to areas that have landscaping and have lost one or more Xeriscaping plants.

D. Measurable Program Goals: Trim trees throughout complex; add plants where needed; complete irrigation retrofit on Wooster circle; .

E. Additional Program Conditions: _____

F. 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:

*****Catharine Lindsay, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

- 1.
- 2.
- 3.
- 4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

Westchester Manor HOA

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$ 5000
 (b) Cash from Partners (list names & amount of donation)
 Westchester Manor HOA Landscaping and Project Fund 4300
 _____ \$
 _____ \$
 _____ \$
 (b) Total Cash from Partners \$ 4300
 (c) Total Cash (a+b) \$ 9300

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.

(d) Total Cost Estimates (transfer from 9276
 Cost Estimates sheet) \$ ()

(e) Total cash - Cost Estimates (c - d) \$ 24

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

_____\$
 _____\$
 _____\$
 _____\$
 _____\$
 _____\$
 (f) Total Donations Pledge from Partners \$

(g) Volunteer Labor Pledge (number of hours x \$19) 132 hrs x \$19 \$ 2508
 (This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions (f + g) \$ 2508
 (NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ 11808

(j) Total Neighborhood Match (b + h)

(total cash from partners + total donations pledge from contributions - includes volunteer hours)

\$ 6808

Total Neighborhood Match (j), MUST exceed the City Grant Request listed on this line and on Section I (a) above.

\$ 5008
 5000

CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND
REQUEST FOR FUNDS
 FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____

Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

[illegible]

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund VOLUNTEER HOURS LOG <i>(DO NOT COMBINE HOURS - please submit one date per volunteer)</i>						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20

Total Match Value \$

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

[illegible]

**Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Four Winds HOA.**

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Four Winds HOA.** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **8305 Spanish Meadows Avenue, Las Vegas, Nevada 89131.**

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate **\$2,800** (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by February 1, 2011. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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

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

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 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 Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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

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

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period; and
- (iii) A description of the Project Expenses incurred during the reporting period.
- (iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **\$20** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

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

FOR THE SUBRECIPIENT: Four Winds HOA

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

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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

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

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;
- (ii) Proceeds from the disposition of equipment purchased with NPF Program funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

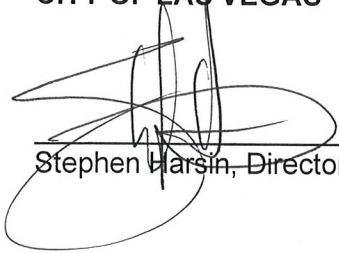
9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

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

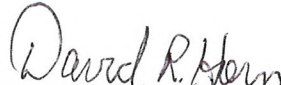
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

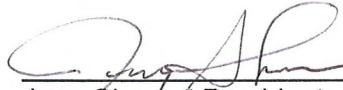
 9.14.10

Stephen Marsin, Director

Four Winds HOA

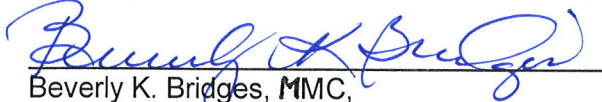


David Horn, Project Leader



Jerry Shaner, President

ATTEST:

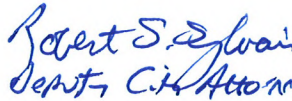


Beverly K. Bridges, MMC,
City Clerk

ATTEST:



Approved as to form:

 8-23-10
Deputy City Attorney

May 27, 2010

Date

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

Four Winds HOA

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for an entryway monument with low-voltage lighting to highlight the name of the HOA.

B. Program Purpose: To improve the entryway area by installing a signage that identifies the name of the neighborhood.

C. Program Tasks to be Performed: Hire the vendor, purchase and install building supplies and materials, organize volunteers.

D. Measurable Program Goals: Enhance community safety, entryway and improve name recognition. Increase communal relationships as volunteers help with the project. _

E. Additional Program Conditions: _____

F. 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:

*****David Horn, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

1.

2.

3.

4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

Four Winds Association

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$3300.00

(b) Cash from Partners (list names & amount of donation)

Four Winds Homeowners Association \$1805.00

(b) Total Cash from Partners \$1805.00

(c) Total Cash (a+b) \$5105.00

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.(d) Total Cost Estimates (transfer from
Cost Estimates sheet) \$(5105)

(e) Total cash - Cost Estimates (c - d) \$ 0

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

Jaramillo Landscaping & Maintenance LLC \$240.00National Signs LLC (alternate computer design work) \$280.00

(f) Total Donations Pledge from Partners \$520.00

(g) Volunteer Labor Pledge (number of hours x \$19) 80 hrs x \$19 \$1520.00

(This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions (f + g) \$2040.00

(NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$7145.00

(j) Total Neighborhood Match (b + h)

(total cash from partners + total donations pledge from contributions -
includes volunteer hours)

\$3845.00

Total Neighborhood Match (j), MUST exceed the City Grant Request
listed on this line and on Section I (a) above.

\$ 3300.00

NEIGHBORHOOD PARTNERS FUND

City of Las Vegas

Neighborhood Services Department

CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND

REQUEST FOR FUNDS
 FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____

Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

[illegible]

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund VOLUNTEER HOURS LOG <i>(DO NOT COMBINE HOURS - please submit one date per volunteer)</i>						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20
 Total Match Value \$

Neighborhood Partners Fund
FINAL REPORT
FY 2010-2011

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

[illegible]

**Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Mystic Canyon HOA**

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Mystic Canyon**. (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is 7126 Grounseel Street, Las Vegas, NV 89131.

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

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eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

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3.08 Accounting Methods. Each expenditure charged to the fiscal year 2010-2011 NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2011** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **September 1, 2010** and continue to February 1, 2011 (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

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

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

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period; and
- (iii) A description of the Project Expenses incurred during the reporting period.
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6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

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

FOR THE SUBRECIPIENT: Mystic Canyon HOA

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

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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

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

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;
- (ii) Proceeds from the disposition of equipment purchased with NPF Program funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

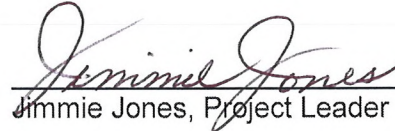
9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions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

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

CITY OF LAS VEGAS

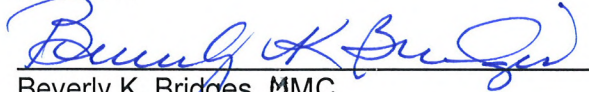

Stephen Harsin, Director

Mystic Canyon HOA


Jimmie Jones, Project Leader


Barbara Kutil, President

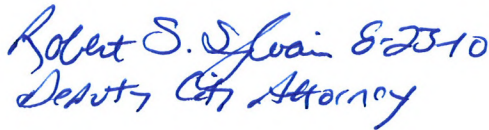
ATTEST:


Beverly K. Bridges, MMC,
City Clerk

ATTEST:


U. Castell, Clerk

Approved as to form:


Robert S. Sloan 8-23-10
Deputy City Attorney

May 27, 2010
Date

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

Mystic Canyon HOA

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for community signage in the main entry and beautification of landscape around the neighborhood.

B. Program Purpose: To improve community spirit through new neighborhood signage and volunteer efforts to clean up, paint curbs, mailboxes and back gate.

C. Program Tasks to be Performed: Order entry sign; improve entry rock area; clean up painted areas, curbs, mailboxes and back gate. Organize volunteers to write newsletter articles, create flyers and information sheets.

D. Measurable Program Goals: Enhance community spirit, community clean up and beautification, get to know the neighbors.

E. Additional Program Conditions: _____

F. 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:

*****Jimmie Jones, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

1.

2.

3.

4.

Total Cost

\$

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

Mystic Canyon HOA

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$ ~~3200.00~~ 3000
 (b) Cash from Partners (list names & amount of donation)

Integrated Security Systems \$ 80.00
Homeowner Pledge sheets \$ 1030.00
 \$

(b) Total Cash from Partners \$ 1110.00

(c) Total Cash (a+b) \$ 4110.00

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet.

(d) Total Cost Estimates (transfer from
 Cost Estimates sheet) \$ (4012.00)

(e) Total cash - Cost Estimates (c - d) \$ 98.00

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

THIS FORM IS INTENDED TO BE USED TO REPORT DONATIONS AND VOLUNTEER HOURS FOR A PROJECT. IT IS NOT TO BE USED TO REPORT CASH DONATIONS OR VOLUNTEER HOURS FOR A PROJECT.

Motivational Systems - Sign Discount 600.00
Luxury Landscape of LV. - Donation Prof Svcs \$
Equipment \$ 2820.00
Dennis & Barbara Kutil - Paint Donation \$ 75.00
 \$

(f) Total Donations Pledge from Partners \$ 3495.00

(g) Volunteer Labor Pledge (number of hours x \$19) 177 hrs x \$19 \$
 (This number MUST match total hours on the Volunteer Hours Pledge Sheet) 3363.00

(h) Total Donations Pledged from Contributions (f + g) \$ 6858.00
 (NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ 10,968.00

(j) Total Neighborhood Match (b + h)
 (total cash from partners + total donations pledge from contributions -
 includes volunteer hours)

\$ 7968.00

Total Neighborhood Match (j), MUST exceed the City Grant Request
 listed on this line and on Section I (a) above.

\$ 3000.00

CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND
REQUEST FOR FUNDS
 FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. _____ DATE _____

NEIGHBORHOOD ASSOCIATION NAME: _____

PROJECT TITLE _____

REPORTING PERIOD START _____ END _____

VENDOR:

NAME: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____ PHONE _____

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE _____

TITLE _____

NAME (Printed) _____ PHONE _____ FAX _____

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____

Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

[illegible]

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund VOLUNTEER HOURS LOG <i>(DO NOT COMBINE HOURS - please submit one date per volunteer)</i>						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20

Total Match Value \$

**Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Willowdale Estates HOA**

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Willowdale Estates HOA** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is 4012 Villa Flora Street, Las Vegas, NV.

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate \$4,300 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by February 1, 2011. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to \$5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than \$2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

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

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

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

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 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 Project Funding to be used for other programs authorized by the City.

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

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- (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, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

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

FOR THE SUBRECIPIENT: **Willowdale Estates HOA**

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

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. 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 the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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

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

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

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

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

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

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

- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

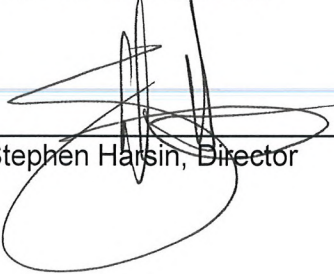
9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

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

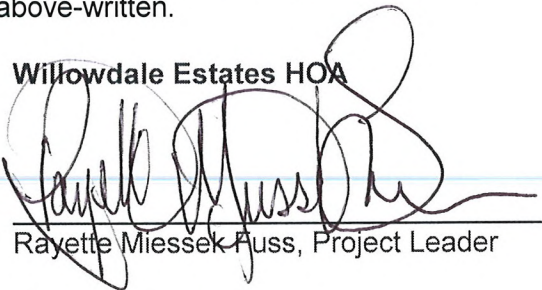
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

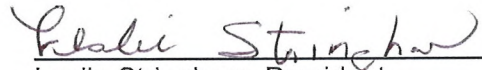
CITY OF LAS VEGAS

 9.14.10

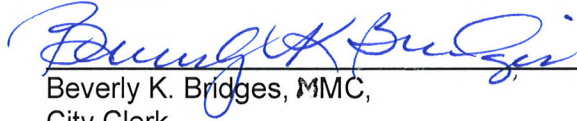
Stephen Harsin, Director

Willowdale Estates HOA

_____
Rayette Miessek-Russ, Project Leader

_____
Leslie Stringham, President

ATTEST:

_____
Beverly K. Bridges, MMC,
City Clerk

ATTEST:

_____
Melissa Beach

Approved as to form:

 8-23-10
Deputy City Attorney

May 27, 2010
Date

Council Action: _____

2010-2011 PROGRAM DESCRIPTION

Willowdale Estates HOA

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extent feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for improvements to deter crime and increase safety for community residents.

B. Program Purpose: To install CCTV camera equipment at the entrance and exit of the neighborhood to track entries and exit from neighborhood, track criminal activity, and accelerate apprehension of the criminal element working from this neighborhood.

C. Program Tasks to be Performed: Purchase CCTV camera equipment; install equipment; provide computer to record neighborhood access; provide secure wireless router to computer to record access and exit;

D. Measurable Program Goals: Reduce crime, burglary, vandalism and arson; reduce calls to LV Metro PD. Reduce number of criminals setting up business in this community.

E. Additional Program Conditions: _____

F. 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:

*****Rayette Miessek Fuss, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

***If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)***

Vendor Quotes

Amount

1. Awe. llc

2.

3.

4.

Total Cost

11,800 ⁰⁰
\$ 11,800 ⁰⁰

Transfer this amount to the Donations Summary
Sheet Section I (d)

Submit one quote per vendor proposed.

Vendor must have a City of Las Vegas business license.

Certain projects may require a Nevada State Contractor License.

Willowdale Estate HOA.

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. CASH

(a) City Grant Request (The amount your association is requesting) \$ 5000.00

(b) Cash from Partners (list names & amount of donation)

Willowdale HOA \$ 6800.00

\$

\$

(b) Total Cash from Partners \$ 6800.00

(c) Total Cash (a+b) \$ 11800.00

Total Cash (a + b) should equal the Total Cost of products and/or services identified on the Cost Estimates Sheet(d) Total Cost Estimates (transfer from
Cost Estimates sheet) \$ (11800.00)

(e) Total cash - Cost Estimates (c - d) \$ 0

(e) Total Cash minus Cost Estimates (c - d) should equal \$0 or have a remainder less than \$100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in \$100 increments. Maximum grant request is \$5,000.

II. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

\$

\$

\$

\$

\$

\$

(f) Total Donations Pledge from Partners \$

(g) Volunteer Labor Pledge (number of hours x \$19) 66 hrs x \$19 \$ 1254.00

(This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions (f + g) \$ 1254.00
(NOT cash donations)

(i) Grand Total Project Revenues (c + h) \$ 13054

(j) Total Neighborhood Match (b + h)

(total cash from partners + total donations pledge from contributions -
includes volunteer hours)

\$ 8054.00

City Grant
Total Neighborhood Match (j), MUST exceed the City Grant Request
listed on this line and on Section I (a) above.

\$ 5,000

CITY OF LAS VEGAS
 NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD PARTNERS FUND
REQUEST FOR FUNDS
 FY 2010-2011

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. _____ DATE 9-9-2010
 NEIGHBORHOOD ASSOCIATION NAME: Willowdale Estates
 PROJECT TITLE Willowdale Neighborhood Security
 REPORTING PERIOD START _____ END _____
VENDOR:
 NAME: AWB LLC Nel # 60169
 ADDRESS: 8211 W Hammer lane
 CITY Las Vegas STATE NV ZIP CODE 89149
 CONTACT PERSON Kevin Redmanovich PHONE 702-373-0918

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE
<u>4300.00</u>			

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE Leslie Stringham

TITLE President

NAME (Printed) Leslie Stringham PHONE 702-525-4549 FAX 702-898-7886

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: _____ DATE: _____
 Supervisor/DIV. MGR. APPROVAL: _____ DATE: _____

Donation Log

Project Name _____ Reporting Period: _____

CASH					
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount	
Subtotal				\$	
VOLUNTEER LABOR					
Date	Number of Volunteers	Hours Worked	Labor Activity	Doc. Number Attached *	Value Amount
Subtotal				\$	
PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
Subtotal				\$	
SUPPLIES/MATERIALS/EQUIPMENT					
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount	
Subtotal				\$	
Total Match				\$	

Start _____ End _____

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

EXHIBIT G

Neighborhood Partners Fund VOLUNTEER HOURS LOG <i>(DO NOT COMBINE HOURS - please submit one date per volunteer)</i>						
Type of Work	Date	Name of Volunteer	Signature of Volunteer	Address	Phone	Hours Worked
Total Hours						

X \$20

Total Match Value \$

Neighborhood Partners Fund
FINAL REPORT
FY 2010-2011

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

[illegible]