

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Helen Smith Elementary School**

THIS AGREEMENT is made and entered into this 26 day of **January, 2011** by and between the **CITY OF LAS VEGAS** (the "City"), a municipal corporation of the State of Nevada, and **Helen Smith Elementary School** the ("Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **7101 Pinedale Avenue, Las Vegas, Nevada 89145**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

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

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$2,340.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

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

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through May 27, 2011 unless otherwise terminated as provided in Section 4 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

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

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

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

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

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

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

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

5.05 Records. The Subrecipient Program records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the expiration of this Agreement expires (a five year retention period).

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

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used for other programs or projects authorized by the City under its PALS Program.

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

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning January 19, 2011 or the date first written above, until May 27, 2011, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

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

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

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

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

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

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

7.02 INDEPENDENT CONTRACTOR

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

7.03 INDEMNIFICATION

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

7.04 ASSIGNMENT PROHIBITED

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

7.05 ON-SITE MONITORING

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

7.07. ACCESS TO RECORDS

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

7.08 INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 in the aggregate.

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

7.09 NOTICES

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

FOR THE CITY:

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

FOR THE SUBRECIPIENT:

Helen Smith Elementary School

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

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

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

8.02 POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as, candidate forums, voter transportation or voter registration.

8.03 PROGRAM INCOME

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

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

8.04 DISPOSITION OF PROGRAM INCOME

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

8.05 EXPIRATION OR TERMINATION OF AGREEMENT

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

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

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

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

8.07 AMENDMENT OR REVISION REQUIRED BY CITY

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

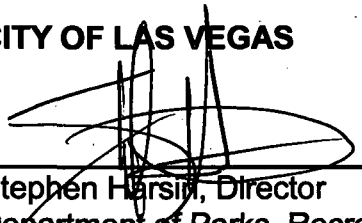
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8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

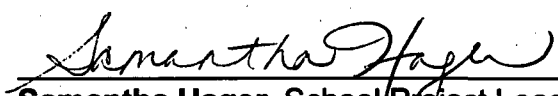
CITY OF LAS VEGAS



Stephen Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

2-2-11
Date

Helen Smith Elementary School



Samantha Hager, School Project Leader

ATTEST:

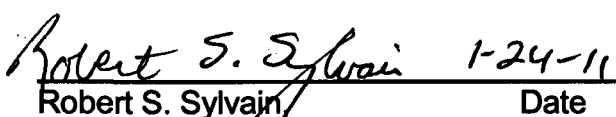


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **Helen Smith Elementary School: CRT Boot Camp** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$2,340.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **\$50 for bottled water instead of \$300, dog tags \$1 each instead of \$3, \$5 each shirt instead of \$8, & board suggests that group go after donations for water, if needed.**

Purpose of Services:

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

Tasks to be Performed:

- **CRT Boot Camp:** A CRT Boot Camp will be held in identifying critical skills in Language, Arts and Math. **(\$2,340.00)**

Level of Service to be Provided:

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

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Samantha Hager, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Itemized list of supplies to be purchased per project (*attach additional sheets as needed*)

Project 1

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Water Bottles	300	\$1.00	Student refreshments	\$300.00
Orange Juice	25 gallons	\$4.00	Student refreshments	\$100.00
Breakfast muffins	150	\$0.50	Student refreshments	\$75.00
Bagels	150	\$0.50	Student refreshments	\$75.00
Pizza	40	\$6.00	Student refreshments	\$240.00
Dogtags	300	\$3.00	Student recognition	\$900.00
Student t-shirts	300	\$8.00	Student recognition	\$2,400.00
Total				\$4090.00

B. Volunteer Match (Staff)

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

PROJECT	NUMBER OF STAFF VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER YEAR	TOTAL HOURS
Project 1	9	6	1	54
X \$20.85 per hour = Total Staff Volunteer Match				\$1,125.90

C. Volunteer Match (Parents)

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

PROJECT	NUMBER OF PARENT VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER YEAR	TOTAL HOURS
Project 1	9	6	1	54
X \$20.85 per hour = Total Parent Volunteer Match				\$1,125.90

D. Donated Supplies and Professional Services

List ALL cash donations, donated materials/supplies and professional services your school will or has received for this project. A Letter of Intent must be submitted by the organization or person providing the donation. (*attach additional sheets as needed*)

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

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

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

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

Project Evaluation

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

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

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Red Rock Elementary School**

THIS AGREEMENT is made and entered into this 26 day of **January, 2011** by and between the **CITY OF LAS VEGAS** (the "City"), a municipal corporation of the State of Nevada, and **Red Rock Elementary School** the ("Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **408 Upland Blvd., Las Vegas, Nevada 89107**.

WITNESSETH

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

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

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

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

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the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
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provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, participant interviews, and videos.

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SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

7.02 INDEPENDENT CONTRACTOR

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

7.03 INDEMNIFICATION

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

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

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

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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:

Red Rock Elementary School

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

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

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

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The Subrecipient will not use, or allow the use of, the Program Funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as, candidate forums, voter transportation or voter registration.

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

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

8.04 DISPOSITION OF PROGRAM INCOME

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

8.05 EXPIRATION OR TERMINATION OF AGREEMENT

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

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

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

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

8.07 AMENDMENT OR REVISION REQUIRED BY CITY

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

Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

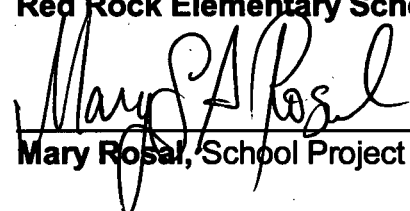
CITY OF LAS VEGAS



Stephen Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

2/2/11
Date

Red Rock Elementary School



Mary Rosal, School Project Leader

ATTEST:

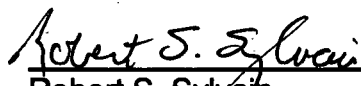


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain,
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **Red Rock Elementary School: *Spring Soccer*** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 7,357.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **None.**

Purpose of Services:

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

Tasks to be Performed:

- ***After School Sports:*** Parents will participate in the planning and implementation of creating a soccer team. **(\$7,357.00)**

Level of Service to be Provided:

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

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Mary Rosal, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Expand after-school programs for youth and families

☐ Yes

☐ No

Section VI: Funding / Match

A. Project Budget:

Itemized list of supplies to be purchased per project (*attach additional sheets as needed*)

Project 1

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Soccer ball	20	\$16.99	Game play	\$339.80
Cones	20	\$9.99	Field markers	\$199.80
Ball Bag	5	\$29.99	Carry equipment	\$149.95
Training Balls	10	\$29.99	Skills Training	\$299.90
Soccer Goals	4	\$94.99	Field equipment	\$379.96
Shin Guards	60	\$9.99	Safety Equipment	\$599.40
Referee Watch	2	\$39.99	Time Keeping	\$79.98
Penalty Flags	20	\$7.99	Referee Equipment	\$159.80
Referee Covers	2	\$44.99	Referee Equipment	\$89.98
Whistles	10 pks.	\$9.99	Referee Equipment	\$99.90
Uniforms	50	\$24.85	Sport Attire	\$1242.50
Trophy	50	\$3.95	Awards	\$197.50
Scrimmage Vests	50	3.59	Practice Attire	\$179.50
Water	225 cs.	\$5.00	Drinks for practice and games	\$1125.00
Fruit snacks	20 cs.	\$9.00	Daily snacks for days	\$180.00
Baked Chips	22 cs.	10.00	Daily snacks for days	\$220.00
Hotdogs	20 pk.	\$5.28	End of season celebration	\$105.60
Buns	25 pks. Of 16	\$1.98	End of season celebration	\$49.50
Water	25 gal	\$0.25	End of season celebration	\$6.25
Fruit punch syrup	1 case of 4	\$39.27	End of season celebration	\$39.27
Ketchup	10 btls.	\$2.50	End of season celebration	\$25.00
Mustard	10 btls.	\$2.50	End of season celebration	\$25.00
Relish	3 jars	\$3.00	End of season celebration	\$9.00
Sauerkraut	2 jars	\$3.50	End of season celebration	\$7.00

Napkins	2000 pcs.	\$20.00	End of season celebration	\$20.00
Paper plates	5 pks.	\$5.00	End of season celebration	\$25.00
Soccer Games DVD	1	\$18.29	Drills and Plays Instruction for ages 6 - 12	\$18.29
Soccer Coaching Bible	1	\$23.96	Teaching rules of the game	\$23.95
Flip Scoreboard	1	\$97.07	Keep score of games/practices	\$97.07
Goal Gloves	50 pairs	\$8.95	Goal players gloves	\$447.50
Obstacle Poles/bases	5 sets of 4	\$48.50	Soccer Training	\$242.50
Passing Arcs	4 sets of 12	\$69.00	Soccer Training	\$276.00
Free Kick Man	2	\$69.00	Soccer Training	\$138.00
Certificates	100	\$19.00 .19	Awards for students and volunteers	\$19.00
Volunteer/ Coach Tshirts	20	\$12.00	T shirts for coaches and volunteers	\$360.00 240.00
Total				\$7476.90

7356.90

Project 2

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

Project 3

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

Project 4

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

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

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

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

Project Evaluation

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

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

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

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

THIS AGREEMENT is made and entered into this 26 day of **January, 2011** by and between the **CITY OF LAS VEGAS** (the "City"), a municipal corporation of the State of Nevada, and **Arturo Cambeiro Elementary School** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **2851 Harris Avenue, Las Vegas, Nevada 89101**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

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

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$6,750.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

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

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through May 27, 2011 unless otherwise terminated as provided in Section 4 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

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

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

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

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

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

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

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

5.05 Records. The Subrecipient Program records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the expiration of this Agreement expires (a five year retention period).

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

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used for other programs or projects authorized by the City under its PALS Program.

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

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning January 19, 2011 or the date first written above, until May 27, 2011, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

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

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FOR THE SUBRECIPIENT:

Arturo Cambeiro Elementary School

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

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

8.04 DISPOSITION OF PROGRAM INCOME

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

8.05 EXPIRATION OR TERMINATION OF AGREEMENT

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

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

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

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

8.07 AMENDMENT OR REVISION REQUIRED BY CITY

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

Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

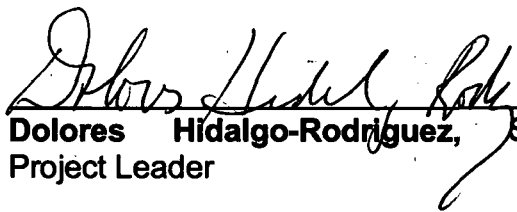
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

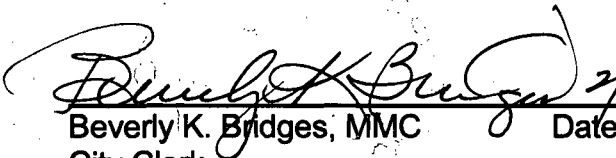

Stephen Harsini, Director
Department of Parks, Recreation
And Neighborhood Services

2-2-11
Date

Arturo Cambeiro Elementary School


Dolores Hidalgo-Rodriguez, School
Project Leader

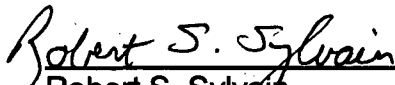
ATTEST:


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:


Robert S. Sylvain,
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **Arturo Cambeiro Elementary School: Ballet Folklórico Cambeiro/and Passport to Success** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 6,750.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **Less \$250.00 for the gift baskets (-\$250).**

Purpose of Services:

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

Tasks to be Performed:

- **Ballet Folklórico Cambeiro:** Parents and students will learn about traditional folk dances from Mexico and will also perform programs. **(\$4,000.00)**
- **Passport to Success:** This program is to engage parents to participate by attending functions, or volunteering throughout the school (classrooms, playground, lunch, etc.). **(\$2,750.00)**

Level of Service to be Provided:

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

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

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

EXHIBIT B

Itemized list of supplies to be purchased per project (*attach additional sheets as needed*)

Project 1

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
School buses	3	\$200.00 each	To transport dance group to performances and back	\$600.00
Jalisco dresses	10	\$250.00 each	Costumes for performances	\$2,500.00
Aboyoteros	10	\$49.00 a pair	These are the conch seeds that go around ankles for Aztec dances	\$490.00
sonajas	10 prs.	\$10.00 each pair	These are used during Aztec dances	\$100.00
Parts for Sound system.	Unknown At this time	Estimating \$200.00	We think we have a short fuse and Battery needs replacement.	\$200.00
Celebration materials	Enough for Dance group	\$110.00	Supplies needed for celebration	\$110.00
Total				\$4,000.00

Project 2

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Children's Books	140-250	\$3.00- \$5.00 each	Books to reward families	\$700.00
Craft materials	50	\$8.00	Craft kits for families and workshop	\$400.00
Science materials	Enough for 100 families	\$400.00	Supplies for science kits and science workshop. Hands on science workshop.	\$400.00
Modeling Clay and Materials For writing workshop	Enough for 100 families	\$400.00	Materials to be used during writing workshop and for families. Using art to teach the writing process.	\$400.00
Special gift baskets	5	\$250.00 50	Materials that a parent can use at home with their child to improve their child's learning ability.	\$250.00
Math supplies	Enough for 100 families	\$350.00	Math materials like flashcards, counters, manipulatives etc. for workshop to give families.	\$350.00
Food and Supplies for recognition dinner.	Enough for 100 families	\$500.00	To purchase food items and supplies for dinner that will be prepared by school staff to recognize families.	\$500.00

				Total \$3,000.00

Project 3

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

Project 4

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

B. Volunteer Match (Staff)

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

PROJECT	NUMBER OF STAFF VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER YEAR	TOTAL HOURS
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EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

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

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

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

Project Evaluation

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

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

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Walter Bracken Elementary School**

THIS AGREEMENT is made and entered into this 26 day of **January, 2011** by and between the **CITY OF LAS VEGAS** (the "City"), a municipal corporation of the State of Nevada, and **Walter Bracken Elementary School** the ("Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **1200 N. 27th Street, Las Vegas, Nevada 89101**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

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

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$7,831.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

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

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through May 27, 2011 unless otherwise terminated as provided in Section 4 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

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

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

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

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

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

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

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

5.05 Records. The Subrecipient Program records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the expiration of this Agreement expires (a five year retention period).

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

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used for other programs or projects authorized by the City under its PALS Program.

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

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning January 19, 2011 or the date first written above, until May 27, 2011, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

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

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

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

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

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

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

7.02 INDEPENDENT CONTRACTOR

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

7.03 INDEMNIFICATION

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

7.04 ASSIGNMENT PROHIBITED

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

7.05 ON-SITE MONITORING

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

7.07. ACCESS TO RECORDS

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

7.08 INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 in the aggregate.

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

7.09 NOTICES

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

FOR THE CITY:

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

FOR THE SUBRECIPIENT:

Walter Bracken Elementary School

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

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

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

8.02 POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as, candidate forums, voter transportation or voter registration.

8.03 PROGRAM INCOME

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

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

8.04 DISPOSITION OF PROGRAM INCOME

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

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

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

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

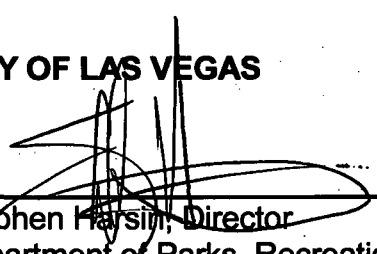
Remainder of page intentionally left blank

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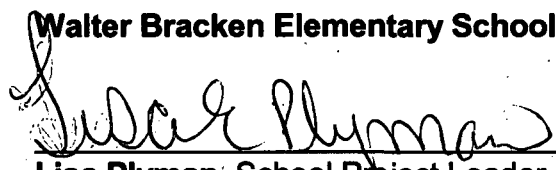
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

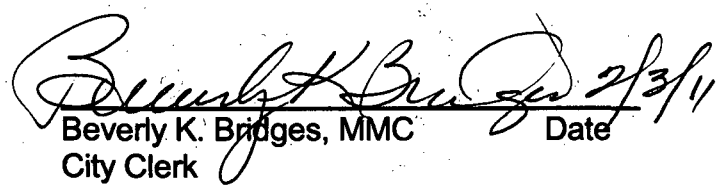

Stephen Harsini, Director
Department of Parks, Recreation
And Neighborhood Services

2-2-11
Date

Walter Bracken Elementary School


Lisa Plyman, School Project Leader

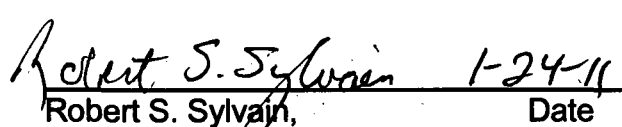
ATTEST:


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:


Robert S. Sylvain,
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **Walter Bracken Elementary School: *Talks, Stalks, and Walks/ Stories and Snacks/ and Literacy Night*** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$7,831.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **Cut promo material in half (from \$900 to \$450).**
- **Clarify how much the cost is per book. Suggestion - to continue to use the books in this program going forward.**

Purpose of Services:

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

Tasks to be Performed:

- ***Talks, Stalks, and Walks:*** Students and parents will learn about the benefits of healthy choices and parents will be invited to participate with the "Walking Club", an afterschool program. **(\$2,768.00)**
- ***Stories and Snacks:*** On February and April 2011, parents and students will gather in the morning for a light nutritious morning snack long with a book for the student to take home. **(\$2,138.00)**
- ***Literacy Night:*** Parents and students will enjoy an evening of fun activities, light snack and each student will receive a book to take home. **(\$2,925.00)**

Level of Service to be Provided:

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

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Lisa Plyman, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Trays	3	40.00	Trays needed for the salad bar	120.00
Charms	4-100 pcs	90.00	Charms used to reward students for Veggies for Dinner, Dairy for Dinner, Grains for Dinner, and Fruit for Dinner programs	360.00
Pedometers	50	9.25	Pedometers, 1 yr. membership to Walk 4 Life online program	462.50
Promo Material	8 months	112.50	Variety of promo material including newsletter, fliers, posters, etc.	900.00
Incentives	3500	0.20	Trinket rewards from Oriental Trading Company for 8 months	700.00
Fresh fruit and veggies	3 Salad Bars	225.00	Fresh fruit and veggies for the salad bar.	675.00
Total				\$3217.50

Project 2

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Books	3	400.00	Promote literacy	1200.00
Refreshments	3	150.00	Juice, coffee, and muffins	450.00
Prizes	3	112.50	Reading material incentives	337.5
Promo	3	50.00	Announcements/fliers to promote Stories and Snacks	150.00
Total				\$2137.50

Project 3

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Books	3	500.00	Promote literacy	1500.00

Refreshments	3	200.00	Punch and treats	600.00
Prizes	3	225.00	Reading material incentives	675.00
Promo	3	50.00	Announcements/fliers to promote Literacy Nights	150.00
Total				\$2925.00

Project 4

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Educational supplies	2646	1.00	Misc educational material to be distributed to parents to work on during workshop or take home.	2646.00
Guest Speakers	2	250.00	Bring in Guest Speaker to address concerns of special needs children and their families	500.00
Maintain learning center	2	250.00	Parents need supplies such as gloves, tools, and paint to maintain and to create a vibrant learning center for their children and PACT Workshops.	500.00
Total				\$3646.00

B. Volunteer Match (Staff)

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

PROJECT	NUMBER OF STAFF VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER YEAR	TOTAL HOURS
---------	----------------------------	-----------------	--------------------------	-------------

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

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

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

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

Project Evaluation

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

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

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Elbert Edwards Elementary School**

THIS AGREEMENT is made and entered into this 26 day of January, 2011 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Elbert Edwards Elementary School** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **4551 Diamond Head, Las Vegas, Nevada 89110**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

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

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$2,044.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

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

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through May 27, 2011 unless otherwise terminated as provided in Section 4 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

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

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

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

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

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

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

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

5.05 Records. The Subrecipient Program records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the expiration of this Agreement expires (a five year retention period).

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

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used for other programs or projects authorized by the City under its PALS Program.

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

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning January 19, 2011 or the date first written above, until May 27, 2011, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

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

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

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

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

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

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

7.02 INDEPENDENT CONTRACTOR

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

7.03 INDEMNIFICATION

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

7.04 ASSIGNMENT PROHIBITED

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

7.05 ON-SITE MONITORING

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

7.07. ACCESS TO RECORDS

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

7.08 INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 in the aggregate.

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

7.09 NOTICES

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

FOR THE CITY:

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

FOR THE SUBRECIPIENT:

Elbert Edwards Elementary School

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

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

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

8.02 POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as, candidate forums, voter transportation or voter registration.

8.03 PROGRAM INCOME

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

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

8.04 DISPOSITION OF PROGRAM INCOME

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

8.05 EXPIRATION OR TERMINATION OF AGREEMENT

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

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

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

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

8.07 AMENDMENT OR REVISION REQUIRED BY CITY

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

Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

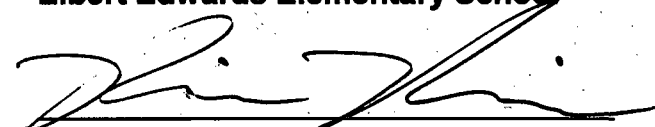
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

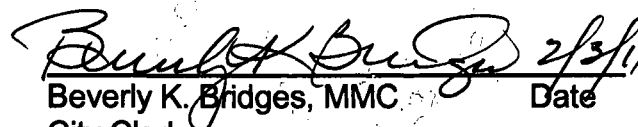

Stephen Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

2-2-11
Date

Elbert Edwards Elementary School


Kirk Kimbrell, School Project Leader

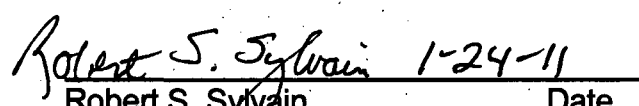
ATTEST:


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:


Robert S. Sylvain,
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **Elbert Edwards Elementary School: *Literature and Character Education (LACE)*** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 2,044.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **None.**

Purpose of Services:

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

Tasks to be Performed:

- ***Literature and Character Education (LACE):*** In January 2011 parents will work with a licensed teacher to read and teach students lessons that focuses on developing positive character traits. (**\$ 2,044.00**)

Level of Service to be Provided:

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

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Kirk Kimbrell, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section VI: Funding / Match

A. Project Budget:

Itemized list of supplies to be purchased per project (*attach additional sheets as needed*)

Project 1

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
PreKindergarten Class Set (Differentiated)	1	\$193.34	Instruct Targeted Literacy Skills and Character Development as Differentiated Instruction	\$193.34
Primary Grade Class Set	1	\$605.35	Instruct Targeted Literacy Skills and Character Development	\$605.35
Intermediate Grade Class Set	1	\$596.45	Instruct Targeted Literacy Skills and Character Development	\$596.45
Middle School Grade Class Set (Differentiated)	1	\$589.03	Instruct Targeted Literacy Skills and Character Development as Differentiated Instruction	\$589.03
Shipping & Handling	1	\$59.53	The Zaner-Bloser Company has reduced their usual 9% fee down to 3%.	\$59.53
Total				\$2043.70

Project 2

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

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

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

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

Project Evaluation

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

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

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

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

THIS AGREEMENT is made and entered into this 21st day of **January, 2011** by and between the **CITY OF LAS VEGAS** (the "City"), a municipal corporation of the State of Nevada, and **Halle Hewetson Elementary** the ("Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **701 North 20th Street, Las Vegas, Nevada 89101**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

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

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$5,000.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

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

SECTION 3: TERM OF AGREEMENT

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

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

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

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

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

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

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

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

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

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning January 19, 2011 or the date first written above, until May 27, 2011, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

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

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2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
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SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

7.02 INDEPENDENT CONTRACTOR

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

7.03 INDEMNIFICATION

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

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

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

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

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If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 in the aggregate.

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

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

FOR THE CITY:

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

FOR THE SUBRECIPIENT:

Halle Hewetson Elementary

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

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

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

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The Subrecipient will not use, or allow the use of, the Program Funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as, candidate forums, voter transportation or voter registration.

8.03 PROGRAM INCOME

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

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

8.04 DISPOSITION OF PROGRAM INCOME

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

8.05 EXPIRATION OR TERMINATION OF AGREEMENT

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

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

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

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

8.07 AMENDMENT OR REVISION REQUIRED BY CITY

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

Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

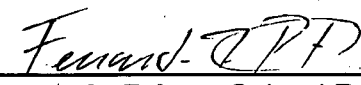
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS


Stephen Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

2/2/11
Date

Halle Hewetson Elementary


Fernando Prieto, School Project Leader

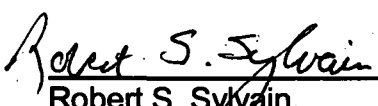
ATTEST:


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:


Robert S. Sylvain,
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **Halle Hewetson Elementary: *Science Fair/ Breakfast with Books/ English in a Flash*** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 5,000.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **Cut amount requested in half - fund at \$1000 instead of \$2000.**

Purpose of Services:

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

Tasks to be Performed:

- **Science Fair:** Hold two science fairs in April 2011. **(\$2,000.00)**
- **Breakfast with Books:** To foster parent participation with their students incorporating the reading curriculum. **(\$2,000.00)**
- **English in a Flash:** Help parents learn English as their second language in a unique and fast way. **(\$1,000.00)**

Level of Service to be Provided:

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

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

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

EXHIBIT B

J. Does your project address any of the following?

Safety

☐ Yes

☐ No

Healthy lifestyles

☐ Yes

☐ No

Education

☐ Yes

☐ No

Leadership

☐ Yes

☐ No

K. Will the grant you are applying for:

Increase parent participation in educational activities

☐ Yes

☐ No

Expand after-school programs for youth and families

☐ Yes

☐ No

Section VI: Funding / Match

A. Project Budget:

Itemized list of supplies to be purchased per project (*attach additional sheets as needed*)

Project 1

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Science Boards	250	\$3.50	Display Projects	\$875.00
Science kits/Books	150	\$5.50	Prizes for participation	\$825.00
Workshop	2	\$150.0	Science workshops for students	\$300.00
Total				2,000.00

Project 2

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Books	400	\$3.50	Shared Reading Books	\$1,400.00
Snacks	600	\$1.00	Attendance Incentive	\$600.0

[illegible]

Project 3

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
1	200	10	Software English in A Flash Library 3	\$2,000.00
Total				\$2,000.00

Project 4

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

B. Volunteer Match (Staff)

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

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

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

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

Project Evaluation

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

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

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

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

THIS AGREEMENT is made and entered into this 26 day of **January, 2011** by and between the **CITY OF LAS VEGAS** (the "City"), a municipal corporation of the State of Nevada, and **John S. Park Elementary** the ("Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **931 Franklin Avenue, Las Vegas, Nevada 89104**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

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

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$7,685.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

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

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through May 27, 2011 unless otherwise terminated as provided in Section 4 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

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

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

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

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

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FOR THE SUBRECIPIENT:

John S. Park Elementary

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The Subrecipient will not use, or allow the use of, the Program Funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as, candidate forums, voter transportation or voter registration.

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

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

8.04 DISPOSITION OF PROGRAM INCOME

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

8.05 EXPIRATION OR TERMINATION OF AGREEMENT

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

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

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

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

8.07 AMENDMENT OR REVISION REQUIRED BY CITY

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

Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

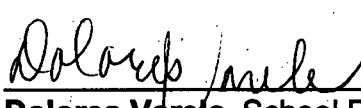
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

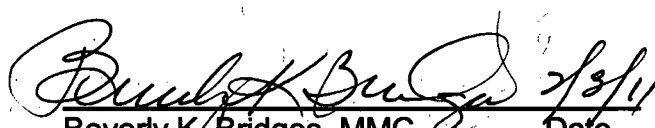

Stephen Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

2-2-11
Date

John S. Park Elementary


Dolores Varela, School Project Leader

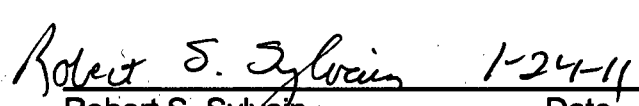
ATTEST:


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:


Robert S. Sylvain,
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **John S. Park Elementary: After School Sports/Cheerleading/Library Family Nights-Accelerated Reader /Adult ESL Classes** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 7,685.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **Equipment to remain with the school.**

Purpose of Services:

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

Tasks to be Performed:

- **After School Sports:** Create after-school football, basketball and soccer teams. **(\$3,605.00)**
- **Cheerleading:** Create after-school cheerleading club to cheer for football and basketball teams. **(\$1,086.00)**
- **Library Family Nights-Accelerated Reader:** Create after-school football and basketball teams. **(\$1,125.00)**
- **Adult ESL Classes:** Hold ESL classes four times a week to help parents learn English as their second language. **(\$1,869.00)**

Level of Service to be Provided:

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

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Dolores Varela, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section VI: Funding / Match

A. Project Budget:

Itemized list of supplies to be purchased per project (attach additional sheets as needed)

Project 1 After-School Sports

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Basketballs	15	\$ 25	Basketball Practice	\$ 375. ⁰⁰
Footballs	15	\$ 20	Football Practice	\$ 300. ⁰⁰
Ball Bag	2	\$ 20	To store basketballs	\$ 40. ⁰⁰
Drill Mats	4	\$ 60	To improve foot speed	\$ 240. ⁰⁰
Training Ladder	4	\$ 50	To work on agility	\$ 200. ⁰⁰
Shorts	40	\$ 15	Game Attire	\$ 600. ⁰⁰
Jerseys & Shorts	40	\$ 40	Soccer Uniforms	\$ 1,600. ⁰⁰
Camera	1	\$ 250	To review game plays with students to work on their skills, self-growth and strategy.	\$ 250
Total				\$ 3,655. ⁰⁰

Project 2 Cheerleading

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Bags	30	\$ 7.95	To carry uniforms and pom poms	\$ 238.50
Briets	30	\$ 5.95	To wear under uniform skirts	\$ 178.50
Pom Poms	20	\$ 13.95	For cheering	\$ 279. ⁰⁰
Carrier	1	\$ 30. ⁰⁰	To hold and carry pom poms	\$ 30. ⁰⁰
Uniforms	10	\$ 36. ⁰⁰	to show school pride	\$ 360. ⁰⁰
Total				\$ 1,086. ⁰⁰

Project 3 Library Family Nights

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Books	250	\$ 3.00	Quality Literacy Incentive	\$ 750. ⁰⁰
Writing Journals	150	\$ 2.00	Quality Literacy Incentive	\$ 300. ⁰⁰

Pencils	500	0.15¢	Quality Literacy Incentive	\$ 75.00
Total				\$1,125.00

Project 4 Adult ESL Classes

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Student Books	40	\$ 26.65	For ESL Instruction	\$1,066.00
Workbooks	4	\$ 18.20	For ESL Instruction and practice	\$ 72.80
Workbook Cassettes	3 sets	\$ 85.75	For ESL Instruction: to listen	\$ 257.25
Teacher Guides	3 Levels 1,2,3	\$ 42.70	For ESL Instruction	\$ 128.10
Games & Activities	2	\$ 27.65	To reinforce ESL Instruction	\$ 55.30
Testing Program	3 Levels 1,2,3	\$ 38.85	To assess ESL Instruction	\$ 116.55
Placement Tests	1 set	\$ 38.85	To place ESL Students	\$ 38.85
Picture Cards	1 set	\$ 134.05	For ESL Instruction	\$ 134.05
Total				\$1,868.90

B. Volunteer Match (Staff)

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

PROJECT	NUMBER OF STAFF VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER YEAR	TOTAL HOURS
Project 1	4	8	30	960
Project 2	3	5	20	300
Project 3	3	1.5	10	45
Project 4	4	2	2	16

1321 X \$20.85 per hour = Total Staff Volunteer Match \$27,542.95

C. Volunteer Match (Parents)

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

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

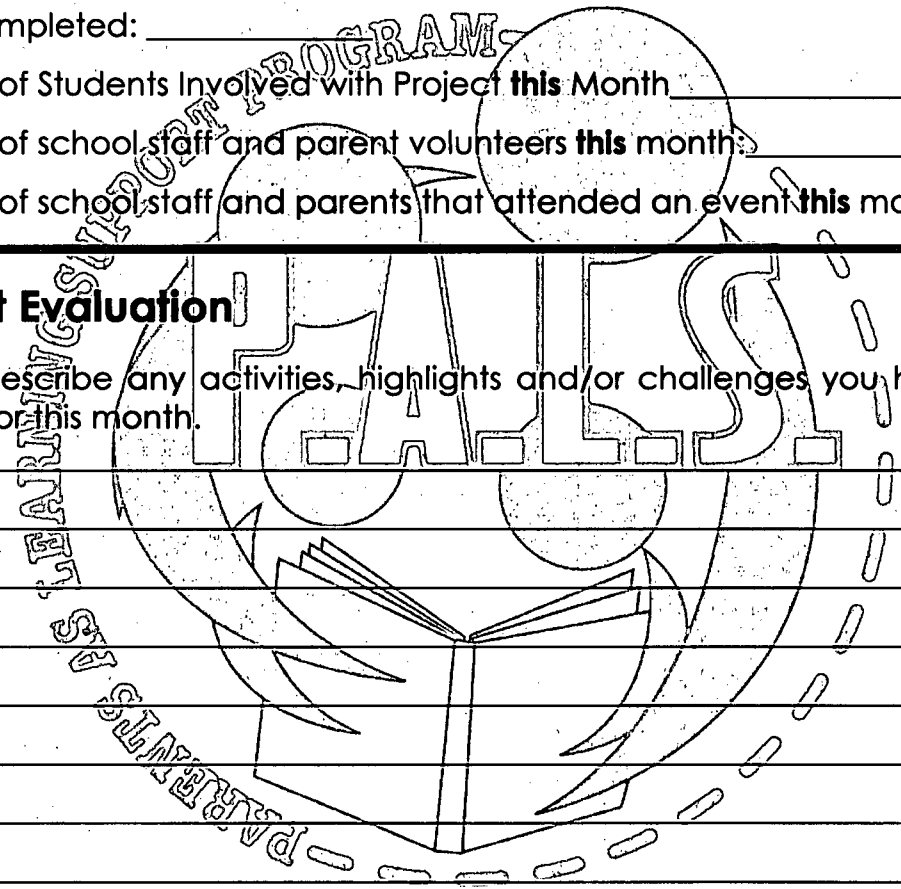
Number of Students Involved with Project **this** Month _____

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

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

Project Evaluation

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



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

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

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

THIS AGREEMENT is made and entered into this 26th day of **January, 2011** by and between the **CITY OF LAS VEGAS** (the "City"), a municipal corporation of the State of Nevada, and **St. Joseph's Catholic School** the ("Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **1300 Bridger Avenue, Las Vegas, Nevada 89101.**

WITNESSETH

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

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

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

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

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

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

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

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

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

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$5,928.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

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

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through May 27, 2011 unless otherwise terminated as provided in Section 4 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

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

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

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

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

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

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

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

5.05 Records. The Subrecipient Program records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the expiration of this Agreement expires (a five year retention period).

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

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used for other programs or projects authorized by the City under its PALS Program.

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

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning January 19, 2011 or the date first written above, until May 27, 2011, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

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

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

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

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

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

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

7.02 INDEPENDENT CONTRACTOR

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

7.03 INDEMNIFICATION

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

7.04 ASSIGNMENT PROHIBITED

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

7.05 ON-SITE MONITORING

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

7.07. ACCESS TO RECORDS

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

7.08 INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 in the aggregate.

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

7.09 NOTICES

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

FOR THE CITY:

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

FOR THE SUBRECIPIENT:

St. Joseph's Catholic School

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

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

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

8.02 POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as, candidate forums, voter transportation or voter registration.

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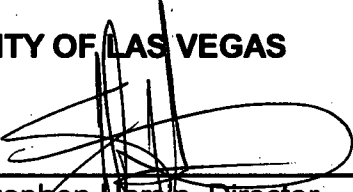
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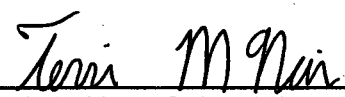
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

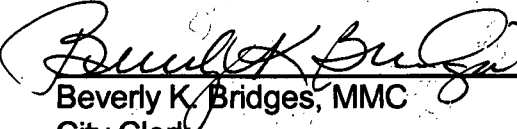

Stephen Marsh, Director
Department of Parks, Recreation
And Neighborhood Services

2-2-11
Date

St. Joseph's Catholic School


Terri McNair, School Project Leader

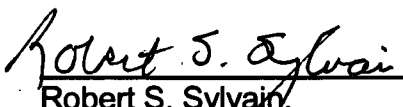
ATTEST:


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:


Robert S. Sylvain,
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **St. Joseph's Catholic School: St. Joseph's Science, Math and Technology Night /St. Joseph's Literacy Night/SJS Knights Sports and Fitness Program** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$5,928.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **Less the \$1,995 book scanner - board does not feel it fits in the scope of the PALS program.**

Purpose of Services:

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

Tasks to be Performed:

- **St. Joseph's Science, Math and Technology Night:** Parents will participate a night filled with science and technology activities. **(\$2,728.00)**
- **St. Joseph's Literacy Night:** Parents and students will read various books from our accelerated reader program, the students will perform skits and mini plays for parents. **(\$1,764.00)**
- **SJS Knights Sports and Fitness Program:** Parents volunteer to coach various sports at the school. **(\$1,436.00)**

Level of Service to be Provided:

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

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

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

EXHIBIT B

Bases	1	\$39.99	Sports and Fitness Program	\$39.99
Cones	2	\$59.99	Sports and Fitness Program	\$119.98
Volleyballs	6	\$35.99	Volleyball	\$215.94
Total				\$1480.79

1435.82

Project 4

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

B. Volunteer Match (Staff)

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

PROJECT	NUMBER OF STAFF VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER YEAR	TOTAL HOURS
Project 1	6	2	2	24
Project 2	8	2	10	160
Project 3	3	2	4	24
Project 4				
208 X \$20.85 per hour = Total Staff Volunteer Match				4368

4336.80

C. Volunteer Match (Parents)

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

PROJECT	NUMBER OF PARENT VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER	TOTAL HOURS
---------	-----------------------------	-----------------	---------------------	-------------

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

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

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

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

Project Evaluation

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

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

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

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

THIS AGREEMENT is made and entered into this 26 day of **January, 2011** by and between the **CITY OF LAS VEGAS** (the "City"), a municipal corporation of the State of Nevada, and **Edith Garehime Elementary** the ("Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **3850 Campbell Road, Las Vegas, Nevada 89129**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

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

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$7,500.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

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

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through May 27, 2011 unless otherwise terminated as provided in Section 4 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

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

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

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

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

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

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

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

5.05 Records. The Subrecipient Program records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the expiration of this Agreement expires (a five year retention period).

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

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs or projects authorized by the City under its PALS Program.

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

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning January 19, 2011 or the date first written above, until May 27, 2011, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

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

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

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

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

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

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

7.02 INDEPENDENT CONTRACTOR

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

7.03 INDEMNIFICATION

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

7.04 ASSIGNMENT PROHIBITED

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

7.05 ON-SITE MONITORING

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

7.07. ACCESS TO RECORDS

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

7.08 INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 in the aggregate.

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

7.09 NOTICES

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

FOR THE CITY:

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

FOR THE SUBRECIPIENT:

Edith Garehime Elementary

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

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

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

8.02 POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as, candidate forums, voter transportation or voter registration.

8.03 PROGRAM INCOME

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

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

8.04 DISPOSITION OF PROGRAM INCOME

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

8.05 EXPIRATION OR TERMINATION OF AGREEMENT

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

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

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

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

8.07 AMENDMENT OR REVISION REQUIRED BY CITY

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

Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

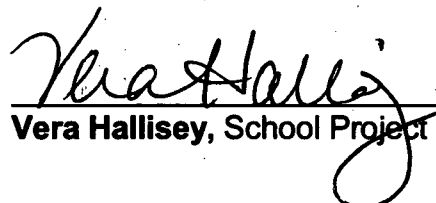
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS


Stephen Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

2-2-11
Date

Edith Garehime Elementary


Vera Hallisey, School Project Leader

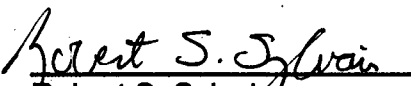
ATTEST:


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:


Robert S. Sylvain,
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **Edith Garehime Elementary: *School to Community: Real World Learning*** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 7,500.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **None.**

Purpose of Services:

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

Tasks to be Performed:

- **School to Community: Real World Learning:** Parents will have an opportunity to participate in activities throughout the school year with students' in Garehime's model city where each class operates a business or governmental agency. The schools theme is "Garehime Means Business". **(\$7,500.00)**

Level of Service to be Provided:

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

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

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

EXHIBIT B

Section VI: Funding / Match**A. Project Budget:**Itemized list of supplies to be purchased per project (*attach additional sheets as needed*)**Project 1****Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Buses	25	300	Field Trips for Each Class Business or Agency to visit partner business or agency (please see attachment)	7,500.00
Total				7,500.00

Project 2**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

Project 3**Budget**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

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

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

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

Project Evaluation

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

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

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Bertha Ronzone Elementary School**

THIS AGREEMENT is made and entered into this 27 day of **January, 2011** by and between the **CITY OF LAS VEGAS** (the "City"), a municipal corporation of the State of Nevada, and **Bertha Ronzone Elementary School** the ("Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **5701 Stacy Avenue, Las Vegas, Nevada 89108**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

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

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$1,967.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

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

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through May 27, 2011 unless otherwise terminated as provided in Section 4 of this Agreement.

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

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

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

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

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

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

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

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

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

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SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning January 19, 2011 or the date first written above, until May 27, 2011, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

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

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
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provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, participant interviews, and videos.

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SECTION 7: CITY GENERAL CONDITIONS

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

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

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

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

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

7.09 NOTICES

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

FOR THE CITY:

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

FOR THE SUBRECIPIENT:

Bertha Ronzone Elementary School

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

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

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

8.02 POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as, candidate forums, voter transportation or voter registration.

8.03 PROGRAM INCOME

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

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

8.04 DISPOSITION OF PROGRAM INCOME

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

8.05 EXPIRATION OR TERMINATION OF AGREEMENT

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

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

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

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

8.07 AMENDMENT OR REVISION REQUIRED BY CITY

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

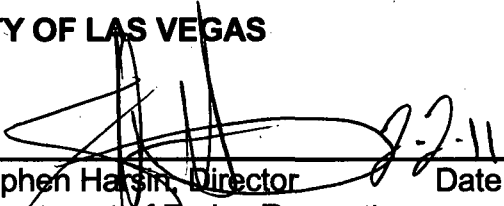
Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

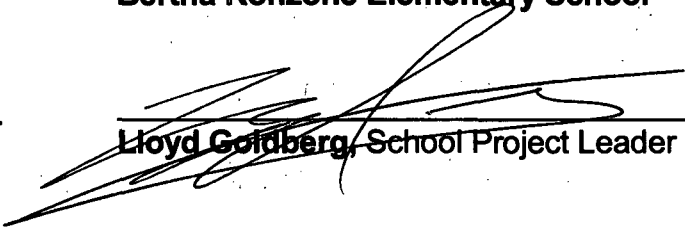
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS



Stephen Harsin, Director Date
Department of Parks, Recreation
And Neighborhood Services

Bertha Ronzone Elementary School



Lloyd Goldberg, School Project Leader

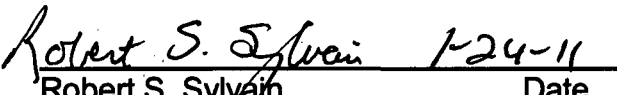
ATTEST:



Beverly K. Bridges, MMC Date
City Clerk

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain, Date
Deputy City Attorney

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **Bertha Ronzone Elementary School: *Rocket Time/and Grade 2 Monthly Meeting*** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,967.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **Less \$500.00 for food (\$500.00 funded instead of \$1000.00) (Board suggested they seek donations for additional food needs, if needed).**
- **Uniforms went unfunded because it doesn't fit into the scope of PALS (-\$400.00). Funding \$300.00 for incentives & \$150.00 for relevant info (-\$150.00), for a total of \$450.00 funded.**

Purpose of Services:

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

Tasks to be Performed:

- ***Rocket Time:*** To engage parents on current curricular activities to better assist the students **(\$1,517.00)**
- ***Grade 2 Monthly Meeting:*** Second grade will have monthly meetings for parents to participate in the students achievements. **(\$450.00)**

Level of Service to be Provided:

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

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Lloyd Goldberg, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section VI: Funding / Match

A. Project Budget:

Itemized list of supplies to be purchased per project (*attach additional sheets as needed*)

Project 1

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

Project 2

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

Project 3

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST

Project 1

ROCKET TIME MONTHLY MEETING BUDGET				
Item	Quantity	Cost Per	Purpose	Total Cost
Honor roll Awards	150	\$2.34	Acheivement recognition	\$351
Principal List Awards	150	\$2.44	Acheivement recognition	\$366
Food	n/a	n/a	Attendance incentives	\$1,000
Information materials	n/a	n/a	Distribute relevant information	\$300
				\$2,017

Project 2

Ronzone Rockets Indoor Soccer League Budget 2010-2011

Item Description	Cost Per Item	Total needed	Total Cost
Team fee	\$900	1	\$900
Referee fee	\$100	1	\$100
Individual Player fee	\$25	15	\$375
Uniform	\$40	15	\$600
Coaches Uniform	\$50	4	\$200
Soccer balls	\$20	6	\$120
Cones	\$2.50	10	\$25
Soccer Net	\$80.00	2	\$160
Indoor Soccer Shoes	\$50.00	6	\$300
Goalie Gloves	\$35.00	2	\$70
PVC Pipe	\$1.25	8	\$10.00
Water	\$3.00	35	\$105
Individual Trophies	\$15	15	\$225
Coaches awards	\$10	4	\$40
Team Photos	\$10	20	\$200
Pizza & Soda	\$10	7	\$70
		Total Cost	\$3,500

Project 3

GRADE 2 MONTHLY MEETING BUDGET				
Item	Quantity	Cost Per	Purpose	Total Cost
Uniforms	20	n/a	SSA Compliance	\$400
Food	n/a	n/a	Attendance incentives	\$300
Information materials	n/a	n/a	Distribute relevant information	\$300
				\$1,000

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

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

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

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

Project Evaluation

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

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

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

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

THIS AGREEMENT is made and entered into this 27th day of **January, 2011** by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Berkeley L. Bunker Elementary School** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **6350 Peak Drive, Las Vegas, Nevada 89108**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

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

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$1,326.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

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

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through May 27, 2011 unless otherwise terminated as provided in Section 4 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

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

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

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

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

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

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

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

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

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

7.09 NOTICES

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

FOR THE CITY:

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

FOR THE SUBRECIPIENT:

Berkeley L. Bunker Elementary School

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

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

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

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The Subrecipient will not use, or allow the use of, the Program Funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as, candidate forums, voter transportation or voter registration.

8.03 PROGRAM INCOME

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

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

8.04 DISPOSITION OF PROGRAM INCOME

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

8.05 EXPIRATION OR TERMINATION OF AGREEMENT

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

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

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

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

8.07 AMENDMENT OR REVISION REQUIRED BY CITY

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

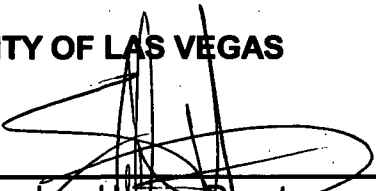
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8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS



Stephen Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

2/2/11
Date

Berkeley L. Bunker Elementary School



Melissa Calandra, School Project Leader

ATTEST:

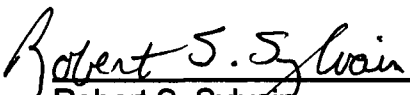


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain,
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

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

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

Melissa Calandra, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section VI: Funding / Match

A. Project Budget:

Itemized list of supplies to be purchased per project (*attach additional sheets as needed*)

Project 1

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
1	120	\$6.00	T-Shirts for races	\$720.00
2	25	\$4.00	Water	\$100
3	100	\$2.50	Medals	\$250
4	72	\$5.00	Gift cards- Six \$5.00 gift cards per week for 12 weeks for incentives. Will be to sports stores. EX- Sports Authority, Big 5, and others.	\$360.00
5	1	\$214.00	Ball Pack for incentives for the Bunker 5K.	\$214.00
6	3	\$13.95	Jump ropes sets of 6, used for incentives for the Bunker 5K	\$41.85
Total				\$1685.85

Project 2

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

Project 3

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
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EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

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

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

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

Project Evaluation

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

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

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

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

THIS AGREEMENT is made and entered into this 26th day of **January, 2011** by and between the **CITY OF LAS VEGAS** (the "City"), a municipal corporation of the State of Nevada, and **Kermit R. Booker, Sr. Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **2277 North Martin Luther King Blvd., Las Vegas, Nevada 89106**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

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

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$8,000.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

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

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through May 27, 2011 unless otherwise terminated as provided in Section 4 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

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

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

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

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

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

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct vendor payment, shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in

whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

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

5.05 Records. The Subrecipient Program records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the expiration of this Agreement expires (a five year retention period).

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

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used for other programs or projects authorized by the City under its PALS Program.

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

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning January 19, 2011 or the date first written above, until May 27, 2011, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

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

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

4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, participant interviews, and videos.

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

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

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

7.02 INDEPENDENT CONTRACTOR

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

7.03 INDEMNIFICATION

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

7.04 ASSIGNMENT PROHIBITED

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

7.05 ON-SITE MONITORING

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

7.07. ACCESS TO RECORDS

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

7.08 INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 in the aggregate.

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

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FOR THE SUBRECIPIENT:

Kermit R. Booker, Sr. Elementary

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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.

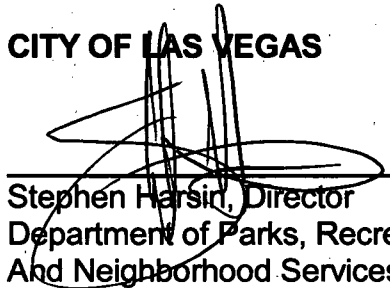
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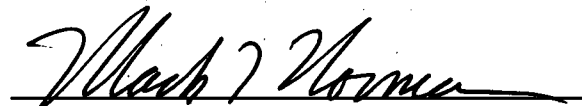
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

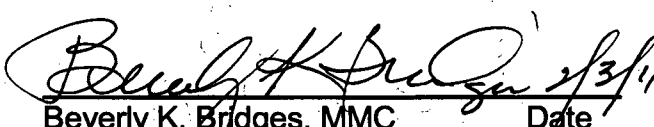

Stephen Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

2-2-11
Date

Kermit R. Booker, Sr. Elementary


Mark Norman, School Project Leader

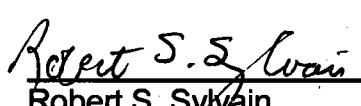
ATTEST:


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:


Robert S. Sylvain,
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as ***Kermit R. Booker, Sr. Elementary: Literacy, Mathematics and Science Evenings / Mad Science / Celebrating Booker Family Field Day*** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 8000.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **None**

Purpose of Services:

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

Tasks to be Performed:

- **Literacy, Mathematics and Science Evenings:** Mini-trainings will be held on the last Wednesday of the month (***February 2011 to May 2011***) to teach parents strategies and methods to assist their children at home academically. (**\$ 4000.00**)
- **Mad Science:** Students will be involved in science activities during the day and the parents will be taught these activities at night so they can use the knowledge to better assist their children. (**\$ 3000.00**)
- **Celebrating Booker Family Field Day:** This field day will promote fitness and encourage parents to participate in their children's education with a focus on physical education. (**\$ 1000.00**)

Level of Service to be Provided:

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

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

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

EXHIBIT B

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

J. Does your project address any of the following?

Safety	☐ Yes	☐ No
Healthy lifestyles	☐ Yes	☐ No
Education	☐ Yes	☐ No
Leadership	☐ Yes	☐ No

K. Will the grant you are applying for:

Increase parent participation in educational activities ☐ Yes ☐ No

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

Section VI: Funding / Match

A. Project Budget:

Itemized list of supplies to be purchased per project (*attach additional sheets as needed*)

Project 1

Budget

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

Total				\$4000

Project 2

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
2 Day Lessons of Mad Science	2 Days and Evenings (1 in January and 1 in May),	\$3000 1500 -	This is for the use in classes for the students to learn the science lessons and then follow through into the evening with the students being the teachers with their families to build comprehension and family involvement.	\$3000
Total				\$3000

Project 3

Budget

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

				Total \$1000

Project 4

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
				Total

B. Volunteer Match (Staff)

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

PROJECT	NUMBER OF STAFF VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER YEAR	TOTAL HOURS
Project 1	20	3	5	300
Project 2	20	3	5	300
Project 3	7	1	5	35
Project 4				
X \$20.85 per hour = Total Staff Volunteer Match				\$1239.75

C. Volunteer Match (Parents)

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

PROJECT	NUMBER OF PARENT VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER YEAR	TOTAL HOURS
Project 1	5	3	5	75
Project 2	5	3	5	75

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

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

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

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

Project Evaluation

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

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

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Paul E. Culley Empowerment Elementary**

THIS AGREEMENT is made and entered into this 26 day of January, 2011 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Paul E. Culley Empowerment Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **1200 North Mallard Street, Las Vegas, Nevada 89108**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

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

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$4,606.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

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

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through May 27, 2011 unless otherwise terminated as provided in Section 4 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

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

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

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

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

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

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

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

5.05 Records. The Subrecipient Program records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the expiration of this Agreement expires (a five year retention period).

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

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs or projects authorized by the City under its PALS Program.

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

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning January 19, 2011 or the date first written above, until May 27, 2011, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

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

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

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

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

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

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

7.02 INDEPENDENT CONTRACTOR

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

7.03 INDEMNIFICATION

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

7.04 ASSIGNMENT PROHIBITED

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

7.05 ON-SITE MONITORING

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

7.07. ACCESS TO RECORDS

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

7.08 INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 in the aggregate.

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

7.09 NOTICES

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

FOR THE CITY:

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

FOR THE SUBRECIPIENT:

Paul E. Culley Empowerment Elementary

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

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

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

8.02 POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as, candidate forums, voter transportation or voter registration.

8.03 PROGRAM INCOME

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

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

8.04 DISPOSITION OF PROGRAM INCOME

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

8.05 EXPIRATION OR TERMINATION OF AGREEMENT

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

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

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

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

8.07 AMENDMENT OR REVISION REQUIRED BY CITY

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

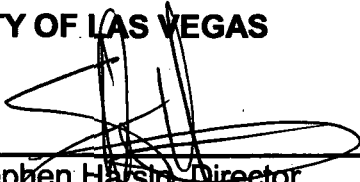
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8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

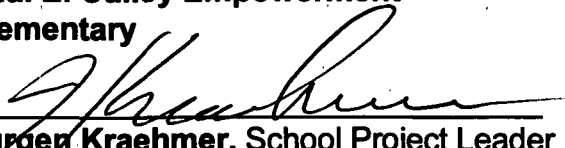
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

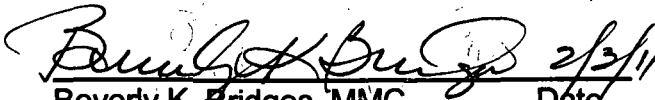

Stephen Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

2-7-11
Date

**Paul E. Culley Empowerment
Elementary**


Jürgen Kraehmer, School Project Leader

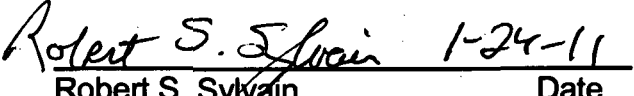
ATTEST:


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:


Robert S. Sylvain,
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **Paul E. Culley Empowerment Elementary: *Running Club*** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 4,606.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **Less \$1000.00 for registration & \$220.00 transportation than what was requested - money is used to support the training (-\$1,220.00)**

Purpose of Services:

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

Tasks to be Performed:

- ***Running Club:*** Students will meet twice a week (Mondays and Wednesdays) to run 26+ miles before end of the program. Parents and students will meet on weekends to practice for the Vegas PBS 5K Run. **(\$4,606.00)**

Level of Service to be Provided:

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

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Jürgen Kraehmer, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section VI: Funding / Match

A. Project Budget:

Itemized list of supplies to be purchased per project (*attach additional sheets as needed*)

Project 1

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Healthy Highway	1	\$270.00	It is an innovative curriculum-based K-5 program that teaches healthy nutrition and active lifestyles.	\$270
Race registration fees	40	\$25	To provide scholarship for students who cannot pay the race registration fee	\$1,000
Bus transportation	1	\$220	To provide bus transportation for our last race in December the "Kids Rock" which is part of the Las Vegas Marathon.	\$220
Fit Stix Pro	2 sets	\$858 Per 30 pairs of stixs	The Fix Stixs are weighted sticks which rattle. The students run with the sticks to increase arm strength when running and the rattle sound makes it fun to use them.	\$1,716
PulseBar	10	\$37	When the bar is grabbed, it gives the students a stable, accurate pulse reading in seconds.	\$370
Aerobic Steps	60	\$30	To strengthen legs for running up hills and to use inside on windy, rainy or hot days when we cannot run outside.	\$1800
Running Club T-shirts	90	\$5	To encourage school spirit and school community involvement	\$450
Total				\$5,826.00

B. Volunteer Match (Staff)

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

PROJECT	NUMBER OF STAFF VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER YEAR	TOTAL HOURS
Project 1	6	1	30	180

EXHIBIT C and D

City of Las Vegas PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

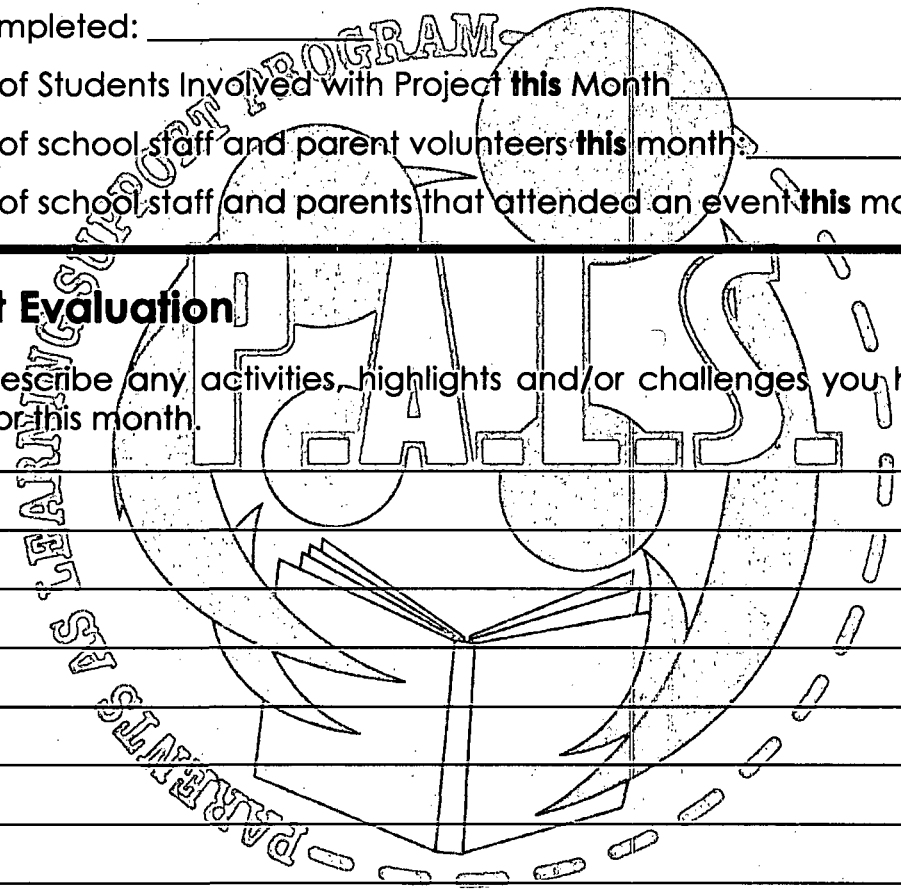
Number of Students Involved with Project **this** Month _____

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

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

Project Evaluation

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



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

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Wendell P. Williams Empowerment Elementary School**

THIS AGREEMENT is made and entered into this 27 day of **January, 2011** by and between the **CITY OF LAS VEGAS** (the "City"), a municipal corporation of the State of Nevada, and **Wendell P. Williams Empowerment Elementary School** the ("Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **1030 "J" Street, Las Vegas, Nevada 89106**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

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SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$6,549.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

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

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

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

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

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

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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

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5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

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

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

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

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5.05 Records. The Subrecipient Program records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the expiration of this Agreement expires (a five year retention period).

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

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning January 19, 2011 or the date first written above, until May 27, 2011, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

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

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
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provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, participant interviews, and videos.

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

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

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

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

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

7.09 NOTICES

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

FOR THE CITY:

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

FOR THE SUBRECIPIENT:

**Wendell P. Williams Empowerment
Elementary School**

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

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

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

8.02 POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as, candidate forums, voter transportation or voter registration.

8.03 PROGRAM INCOME

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

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

8.04 DISPOSITION OF PROGRAM INCOME

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

8.05 EXPIRATION OR TERMINATION OF AGREEMENT

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

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

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

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

8.07 AMENDMENT OR REVISION REQUIRED BY CITY

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

Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

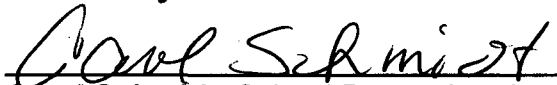
CITY OF LAS VEGAS



Stephen Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

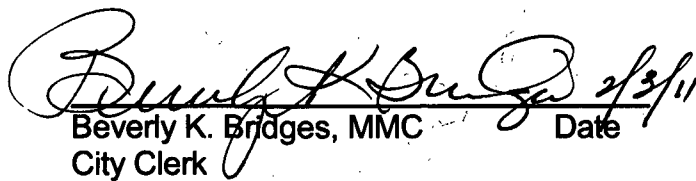
2-2-11
Date

**Wendell P. Williams Empowerment
Elementary School**



Carol Schmidt, School Project Leader

ATTEST:

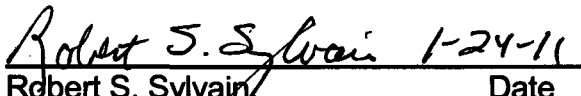


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **Wendell P. Williams Empowerment Elementary School: *Mad Science "Exploration Program"/ and Wendell P. Williams "Community Green Garden"*** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$6,549.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **None.**

Purpose of Services:

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

Tasks to be Performed:

- ***Mad Science "Exploration Program":*** Students and parents will be participate in two workshops; "Health and Nutrition" and Nutritional Value of Garden. **(\$3,185.00)**
- ***Wendell P. Williams "Community Green Garden":*** Parents and students will participate with gardening and nutrition classes. **(\$3,364.00)**

Level of Service to be Provided:

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

Measurable Goals for Grant period:

- Number of parent volunteers

- Number of participating parents

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

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

Carol Schmidt, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Increase parent participation in educational activities

☐ Yes

☐ No

Expand after-school programs for youth and families

☐ Yes

☐ No

Section VI: Funding / Match

A. Project Budget:

Itemized list of supplies to be purchased per project (*attach additional sheets as needed*)

Project 1

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
	1	3,000.00	Mad Science	3,000.00
	1	75.00	Subway Sandwiches for 30 adults	75.00
	1	25.00	Water and Soda for 30 adults and children	25.00
	1	25.00	Snacks, peanuts & pretzels	25.00
	30	2.00	Lanyards with name tags	60.00
Total				3175.00 3185.00

Project 2

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
	2	500.00	5x10 Plot of land Tonopah Garden	1,000.00
	2	140.00	CCSD bus@ \$140.00 per bus trip	280.00
			Garden Tool-see attachment budget # 2	1,895.00 1334.00
	2	75.00	Subway sandwiches for 25 adults & children	150.00
	2	25.00	Water and soda for 25 adults & children	50.00

Total 3,475.00

3,364

Project 3

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

Project 4

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

B. Volunteer Match (Staff)

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

PROJECT	NUMBER OF STAFF VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER YEAR	TOTAL HOURS
Project 1	50	4each	1	200

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

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

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

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

Project Evaluation

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

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

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

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

THIS AGREEMENT is made and entered into this 27th day of **January, 2011** by and between the **CITY OF LAS VEGAS** (the "City"), a municipal corporation of the State of Nevada, and **Mabel Hoggard Magnet Elementary** the ("Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **950 North Tonopah Drive, Las Vegas, Nevada 89106**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

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

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$4,636.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

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

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through May 27, 2011 unless otherwise terminated as provided in Section 4 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

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

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

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

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

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

7.09 NOTICES

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

FOR THE CITY:

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

FOR THE SUBRECIPIENT:

Mabel Hoggard Magnet Elementary

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

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

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

8.02 POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as, candidate forums, voter transportation or voter registration.

8.03 PROGRAM INCOME

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

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

8.04 DISPOSITION OF PROGRAM INCOME

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

8.05 EXPIRATION OR TERMINATION OF AGREEMENT

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

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

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

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

8.07 AMENDMENT OR REVISION REQUIRED BY CITY

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

Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS



Stephen Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

2/2/11
Date

Mabel Hoggard Magnet Elementary



Janice Lewandowski, School Project
Leader

ATTEST:

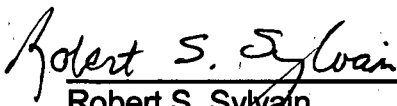


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain,
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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SCOPE OF SERVICE

EXHIBIT A

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **Mabel Hoggard Magnet Elementary: Science Fair Fit Kids and Families: Soccer/Exercise/Yoga Program/ and Fit Kids and Family Nutrition** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 4,636.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **None.**

Purpose of Services:

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

Tasks to be Performed:

- **Science Fair Fit Kids and Families: Soccer/Exercise/Yoga Program:** This program will teach parents and students to eat healthier, be more active, have fun and stay in shape. **(\$3,986.00)**
- **Fit Kids and Family Nutrition:** This program will teach parents and students about nutrition. **(\$650.00)**

Level of Service to be Provided:

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

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Janice Lewandowski, *Project Leader*, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Increase parent participation in educational activities

☐ Yes

☐ No

Expand after-school programs for youth and families

☐ Yes

☐ No

Section VI: Funding / Match

A. Project Budget:

Itemized list of supplies to be purchased per project (*attach additional sheets as needed*)

Project 1

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
			See Attached	
Total				

Project 2

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
			See Attached	
Total				

Project 3

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
------	----------	------------------	---------	---------------

Project 2:

FIT KIDS AND FAMILIES:

FAMILY NUTRITION

This course is designed to teach parents and students the basics of healthy nutrition. This course will be taught by one of our parents who has a culinary arts degree. Topics covered will include:

- Reading nutrition labels
- The mysteries of "daily values"
- Accurate portion sizes
- Maintaining a balanced diet with the use of the food pyramid
- Common food sources of nutrients
- Child obesity rates, cause, and dangers
- How to involve kids in the meal planning and preparation
- Nutritious snacks
- Price comparison of healthy versus unhealthy options
- Seasonal produce usage
- Food prep demonstrations
- Where to find additional resources

Activities will include:

- Reading nutrition labels
- Discussions
- Presentations
- Food prep demonstrations
- Internet exploration
- Hands-on food portioning

Budget:

Miscellaneous Food items	\$500.00
Waring Portable double electric burner	79.95
shipping/handling	19.79
Paper plates, napkins, forks	<u>50.00</u>
Total	\$649.74

Project 1

Fit Kids and Families Soccer/Exercise/Yoga Program Budget

Soccer Program:

4 portable soccer goals	x \$289	\$1156.00
15 size 4 soccer balls	x \$16.99	254.85
15 size 3 soccer balls	x \$16.99	254.85
30 vests (pennies) assorted sizes/colors	x \$3.45	104.00 103.50
2 sets Large profile cones	\$15 per dozen	30.00
2 sets Small profile cones	\$10 per dozen	20.00
1 Ball cart	x \$459.00	<u>459.00</u>
<u>Subtotal</u>		2278.70 2278.20

Exercise Program:

1 Dumbell set with mobile rack	x \$979.00	979.00
Yoga Meltdown DVD		12.99
Shred It DVD		12.99
Last Chance DVD		10.99
Cardio Max DVD		10.99
Shipping/handling		11.41
<u>Subtotal</u>		1038.37

Yoga Program

15 Yoga mats – thin sticky	x \$12.00	\$ 180.00
15 Yoga Blocks (4")	x 7.00	105.00
15 Yoga Straps (10")	x 11.00	165.00
15 Core Balls	x 8.00	120.00
Shipping/Handling		<u>99.20</u>
<u>Subtotal</u>		669.20

Total for Soccer/Exercise/Yoga Program

\$3986.27 3985.77

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

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

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

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

Project Evaluation

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

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

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Wing and Lily Fong Elementary**

THIS AGREEMENT is made and entered into this 26 day of **January, 2011** by and between the **CITY OF LAS VEGAS** (the "City"), a municipal corporation of the State of Nevada, and **Wing and Lily Fong Elementary** the ("Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **2200 James Bilbray Drive, Las Vegas, Nevada 89108**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

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

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$3,316.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

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

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through May 27, 2011 unless otherwise terminated as provided in Section 4 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

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

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

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

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

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

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

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

5.05 Records. The Subrecipient Program records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the expiration of this Agreement expires (a five year retention period).

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

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used for other programs or projects authorized by the City under its PALS Program.

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

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning January 19, 2011 or the date first written above, until May 27, 2011, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

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

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

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

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

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

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

7.02 INDEPENDENT CONTRACTOR

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

7.03 INDEMNIFICATION

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

7.04 ASSIGNMENT PROHIBITED

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

7.05 ON-SITE MONITORING

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

7.07. ACCESS TO RECORDS

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

7.08 INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 in the aggregate.

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

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FOR THE SUBRECIPIENT:

Wing and Lily Fong Elementary

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

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

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

8.07 AMENDMENT OR REVISION REQUIRED BY CITY

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

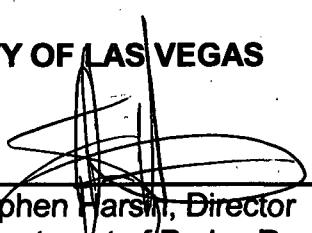
Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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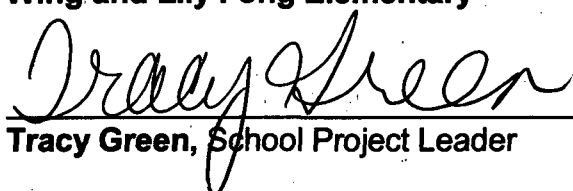
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS


Stephen Harsh, Director
Department of Parks, Recreation
And Neighborhood Services

2-2-11
Date

Wing and Lily Fong Elementary


Tracy Green, School Project Leader

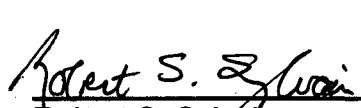
ATTEST:


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:


Robert S. Sylvain,
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **Wing and Lily Fong Elementary: Honor Choir/ Yearbook Focus on Student Success/ Basketball League/ School Garden Club** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 3,316.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **Only 2 readers, 5 cases, 5 digital camers @ \$100 a piece, 5 memory cards (4 gb).**
- **Change 30 adult shorts to shirts.**
- **1 shed only, spending no more than \$299 & \$100 delivery (no tax - schools are tax exempt).**

Purpose of Services:

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

Tasks to be Performed:

- **Honor Choir/ Yearbook Focus on Student Success:** Honor choir is an established before school activity that involves approximately 50 students from tryouts for school concerts through the year. Students need to maintain a grade point average of C or higher to stay in the choir. **(\$960.00)**
- **Yearbook Focus on Student Success:** Yearbook will be focused on academic success and highlighting students achievements for families and community members to recognize and celebrate. **(\$643.00)**
- **Basketball League:** This ongoing basketball league allows 5th grade students to experience health and well being while promoting safety awareness and good sportsmanship, game rules, skills, manners and leadership. **(\$694.00)**

- **School Garden Club:** This ongoing garden club in which students measure, plant, maintain and harvest a variety of local vegetables and plants. (\$1,019.00)

Level of Service to be Provided:

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

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Tracy Green, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

1. To teach students healthy lifestyle eating choices.
2. To teach students the skills of gardening in an urban environment.
3. To teach students appropriate and positive behavior and leadership skills.

H. How will this project increase parent participation in your school? Parents will get to support healthy lifestyle choices of their students, as well as volunteer to function in the role of "expert" gardener or landscaper and to assist as needed weekly as determined by the team planning leader.

I. How will your school sustain parent involvement after the project has been completed? We plan to sustain parent involvement after this project has been completed by rewarding parent volunteers at a volunteer reception. Additionally, these parents will be invited to participate in school committees and region area office committees as a parent representative.

J. Does your project address any of the following?

Safety

☐ Yes

☐ No

Healthy lifestyles

☒ Yes

☐ No

Education

☒ Yes

☐ No

Leadership

☐ Yes

☐ No

K. Will the grant you are applying for:

Increase parent participation in educational activities

☒ Yes

☐ No

Expand after-school programs for youth and families

☒ Yes

☐ No

Section VI: Funding / Match

A. Project Budget:

Itemized list of supplies to be purchased per project (*attach additional sheets as needed*)

Project 1

Budget

Honor Choir

\$959.40

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
polo shirts	60	\$14.99	Honor choir uniform shirts	\$899.40
embroidery Preparation digitizing one time fee	1	\$40.00	provide art/design for embroidery for polo shirts	\$40.00
Shipping/Handling	N/A	\$20.00	shipping of shirts	\$20.00

Total				\$959.40

Project 2 **Budget**
Yearbook Focus On Student Success **\$ 1,766.25**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Case Logic Camera Case (DCB-302)	10	\$9.99	Protect camera for yearbook photos	\$99.90 + \$3.85 shipping = \$103.75
Cannon Powershot A3100 12.1 MP Digital Camera	10	\$142.83	Photos of student academic success for yearbook	\$1,428.30 (free shipping)
Delkin Pro SDHC Memory Card 4GB	10	\$14.68	Digital storage for yearbook cameras	\$146.80 (free shipping)
Kingston USB MobileLite G2Reader FCR-MLG2	10	\$8.74	Memory Card Reader for yearbook cameras	\$87.40
Total				\$1,766.25

Project 3 **Budget**
Basketball League **\$ 693.30**

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Basketball shorts	20 Youth Size	\$10.49	Shorts for basketball uniform	\$209.80
Basketball	30 Adult	\$11.49	Shorts for basketball uniform	\$344.70

shorts	Size			
Snacks	15 boxes	\$6.00	24 granola bars per box for 25 practices, 5 games, tournament	\$90.00
Water	10 cases	\$4.88 case	36 pack water for 25 practices, 5 games, tournament	\$48.80
Total				\$693.30

Project 4
Garden Club

Budget
\$ 1,317.60

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Large Vertical Storage Shed	2	\$299.00	Tool storage for garden club tools	\$598.00
Horizontal Storage Shed	1	\$239.00	Tool storage for garden club tools	\$239.00
Tax	N/A	\$67.80	tax	\$67.80
Delivery	N/A	\$412.80	Delivery of tool sheds to school	412.80
Total				\$1,317.60

B. Volunteer Match (Staff)

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

PROJECT	NUMBER OF STAFF VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER YEAR	TOTAL HOURS
Project 1	1	2	13	26
Project 2	2	3	13	78
Project 3	4	3	13	156

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

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

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

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

Project Evaluation

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

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

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Henry and Evelyn Bozarth Empowerment School**

THIS AGREEMENT is made and entered into this 27 day of **January, 2011** by and between the **CITY OF LAS VEGAS** (the "City"), a municipal corporation of the State of Nevada, and **Henry and Evelyn Bozarth Empowerment School** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **7431 Egan Crest Drive, Las Vegas, Nevada 89166**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

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

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$4,175.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

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

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through May 27, 2011 unless otherwise terminated as provided in Section 4 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

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

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

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

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

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

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

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

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

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

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

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

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

5.05 Records. The Subrecipient Program records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the expiration of this Agreement expires (a five year retention period).

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

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used forth other programs or projects authorized by the City under its PALS Program.

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

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning January 19, 2011 or the date first written above, until May 27, 2011, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

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

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

7.04 ASSIGNMENT PROHIBITED

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

7.05 ON-SITE MONITORING

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

7.07. ACCESS TO RECORDS

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

7.08 INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 in the aggregate.

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

7.09 NOTICES

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

FOR THE CITY:

City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT:

**Henry and Evelyn Bozarth Empowerment
School**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

8.02 POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as, candidate forums, voter transportation or voter registration.

8.03 PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04 DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Director of the Department of Parks, Recreation and Neighborhood Services and it is used for the exclusive benefit of the Program.

8.05 EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY CITY

The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws.

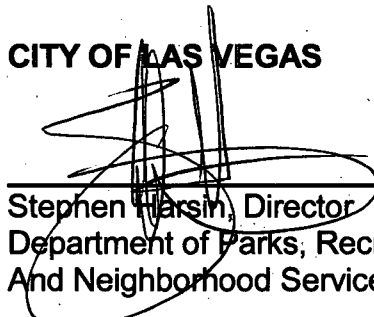
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8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

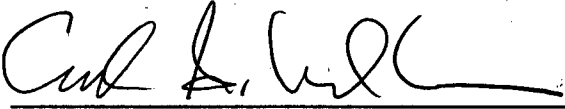
CITY OF LAS VEGAS



Stephen Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

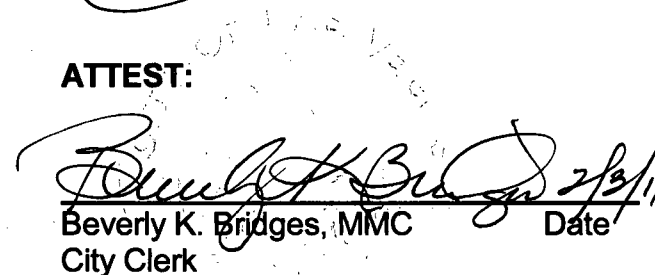
2-2-11
Date

**Henry and Evelyn Bozarth
Empowerment School**



Carol Meltzer, School Project Leader

ATTEST:

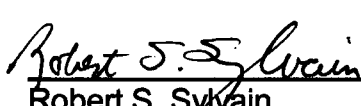


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain,
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **Henry and Evelyn Bozarth Empowerment School: "First Thursday" Exploring Mathematics with your child/and Family Techology Nights** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 4,175.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **None**

Purpose of Services:

Funding will be used to plan and implement **Education** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- **"First Thursday" Exploring Mathematics with your child:** This program will held every first Thursday in January, February, March, and April of 2011 to increase parent knowledge of ways to help extend their child's thinking about mathematics. **(\$2,000.00)**
- **Family Techology Nights:** This project will be held for three evenings, first event is "Science Night" we will set up various rooms with hands on activities for students and parents. Second evening is "Internet Safety" with a guest speaker from the FBI and third evening will be "Parent Involvement" a workshop focused on technology utilizing the at home components of the programs that are avaible through the school. **(\$2,175.00)**

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Carol Meltzer, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

F. How often will this project take place?

- ☐ Once ☐ Bi-Monthly ☐ Once a month ☐ Every Week ☐ Bi-weekly
☐ Every Day ☐ As Needed

G. Project goals:

1. _____
2. _____
3. _____

H. How will this project increase parent participation in your school? _____

I. How will your school sustain parent involvement after the project has been completed? _____

J. Does your project address any of the following?

- | | | |
|--------------------|------------------------------|-----------------------------|
| Safety | ☐ Yes | ☐ No |
| Healthy lifestyles | ☐ Yes | ☐ No |
| Education | ☐ Yes | ☐ No |
| Leadership | ☐ Yes | ☐ No |

K. Will the grant you are applying for:

- | | | |
|---|------------------------------|-----------------------------|
| Increase parent participation in educational activities | ☐ Yes | ☐ No |
| Expand after-school programs for youth and families | ☐ Yes | ☐ No |

Section VI: Funding / Match

A. Project Budget:

Itemized list of supplies to be purchased per project (*attach additional sheets as needed*)

Project 1

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Connecting Cubes	2 boxes	\$30.00	Connecting cubes for math games.	\$60.00
Cardstock	4 reems	\$13.00	Cardstock (dot cards, games, etc.)	\$52.00
Board	40	\$10.00	Variety of board	\$400.00

games	games		games	
Books	40 books	\$10.00	Variety of literature books with mathematical connections	\$400.00
Canvas bags	36 bags 3 dz	\$26.00 per dozen	Canvas bags	\$78.00
Baggies	12 boxes	\$4.00	Ziploc baggies	\$48.00
Food	80 portions	4.00 per person	Nutritious snack foods	320.00
Total				1358.00

Project 2

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Paper	8 reams	\$10.00	Handouts/information	80.00
Subscription to BrainPop and Brain Pop Jr.	1 year subscription	\$1495.00	<i>BrainPOP bridges school, after-school, and home use by promoting parent and family involvement in education.</i>	\$1495.00
Nutritious Snack foods	600	1.00	Food items/beverage and snack	600.00
Total				2175.00

Project 3

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Author Sessions	2	\$450.00	To bring the Author : Sid Husman in for two sessions	\$900.00
Books	45	18.95	Cactus Critter Bash 15/ One Bullfrog 15/ Emus and Owlhoots 15	852.75
Refreshments	150	1.68	refreshments	252.00

Total				2004.75

Project 4

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

B. Volunteer Match (Staff)

List the total number of volunteer hours for school staff that will be used in planning and implementing this project. Include ALL projects. *(attach additional sheets as needed)*

PROJECT	NUMBER OF STAFF VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER YEAR	TOTAL HOURS
Project 1	8	4	3	96
Project 2	12	4	3	144
Project 3	10	4	2	80
Project 4				
X \$20.85 per hour = Total Staff Volunteer Match				6672.00

C. Volunteer Match (Parents)

List total number of volunteer hours for parents that will be used in planning and implementing this project. Include ALL projects. *(attach additional sheets as needed):*

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
James Bilbray Elementary**

THIS AGREEMENT is made and entered into this 27th day of January, 2011 by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **James Bilbray Elementary** (the "Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **9370 Brent Lane, Las Vegas, Nevada 89143**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Parks, Recreation and Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guidelines, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the PALS Program.

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$2,900.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through May 27, 2011 unless otherwise terminated as provided in Section 4 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

4.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Program authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient specifying the effective date of the termination. On the effective date of the termination, the Subrecipient shall cease operation of the Program and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Program Expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City.

4.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, suspend or terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Program in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from consideration for any future PALS funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Program Expenses, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request ("DPR") for purchases greater than \$1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct vendor payment, shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in

whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

5.05 Records. The Subrecipient Program records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning January 19, 2011 or the date first written above, until May 27, 2011, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.

4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Department of Parks, Recreation and Neighborhood Services, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 INDEPENDENT CONTRACTOR

The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the Director of the Department of Parks, Recreation and Neighborhood Services, or the designee of the Director, to assure continuing eligibility for PALS funding.

7.03 INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04 ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05 ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. ACCESS TO RECORDS

At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement shall be made available for audit, examination and review by representatives of the City.

7.08 INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:

City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT:

James Bilbray Elementary

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

8.02 POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as, candidate forums, voter transportation or voter registration.

8.03 PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04 DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Director of the Department of Parks, Recreation and Neighborhood Services and it is used for the exclusive benefit of the Program.

8.05 EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY CITY

The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws.

Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for such insertion.

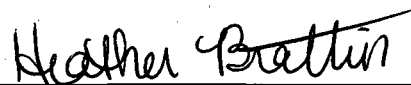
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

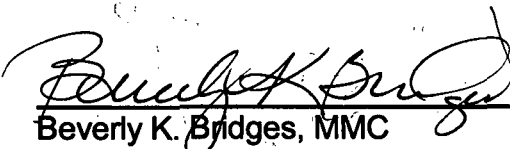

Stephen Flarsin, Director
Department of Parks, Recreation
And Neighborhood Services

2-2-11
Date

James Bilbray Elementary


Heather Brattin, School Project Leader

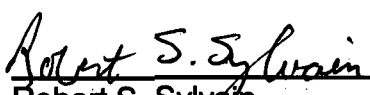
ATTEST:


Beverly K. Bridges, MMC
City Clerk

2/3/11
Date

ATTEST:

APPROVED AS TO FORM:


Robert S. Sylvain,
Deputy City Attorney

1-24-11
Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **James Bilbray Elementary: Family Writing Night/Family Movie & Literacy Night/Parent Appreciation/Bricks 4 Kidz Night** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 2,900.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **Only two cameras to be purchased.**
- **Less two staplers than requested.**
- **Copyright License required for the movie.**
-

Purpose of Services:

Funding will be used to plan and implement **Education** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- **Family Writing Night:** The school will host a "Family Writing Night" in January, 2011 to provide parents with information related to school writing goals and instructions. Strategies will be taught and practiced so that parents can use them to help their children become more successful writers. **(\$676.00)**
- **Family Movie & Literacy Night:** The school will host a "Family Movie/Literacy Night" in February, the movie will be Literature based (Ramona and Beezus), before and after the movie is shown parents and students will take and create comprehension activities based on the book and movie. **(\$ 1,149.00)**
- **Bricks 4 Kidz Night:** This event will be held in April 2011, this exploration program will be a hands-on lego-lab for students and parents. **(\$ 1,075.00)**

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Heather Brattin, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

2. Incorporate problem-solving skills and building exploration via entertaining and engaging methods.

3. Help students and parents understand that Architecture and Engineering are viable career choices.

H. How will this project increase parent participation in your school? **This project will increase parent participation by creating a fun way for parents to be involved in their child's education. They will be a part of an entertaining and educational night and will continue to get more involved in future activities.**

I. How will your school sustain parent involvement after the project has been completed?
Due to the engaging nature of this educational program, parents will continue to get more involved in future activities.

J. Does your project address any of the following?

Safety

☐ Yes

☒ No

Healthy lifestyles

☐ Yes

☒ No

Education

☒ Yes

☐ No

Leadership

☒ Yes

☐ No

K. Will the grant you are applying for:

Increase parent participation in educational activities

☒ Yes

☐ No

Expand after-school programs for youth and families

☒ Yes

☐ No

Section VI: Funding / Match

A. Project Budget:

Itemized list of supplies to be purchased per project (*attach additional sheets as needed*)

Project 1

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Binders	75	\$1.72	To give one to each family with materials to use at the event and at home	\$129.00
Dividers	75	\$0.64	To use in each binder for each family with materials to use at the event and at home	\$48.00
Post-its (small)	1 bulk pack	\$10.88	To use during writing strategy/work time (notes + revisions)	\$10.88
Post-its (medium)	1 bulk pack	\$24.18	To use during writing strategy/work time (notes + revisions)	\$24.18

Manila folders (color)	1 box	\$17.13	To provide strategies/materials to use at the event and at home (different groups)	\$17.13
Flip Ultra Camcorders	4	\$149.63	To record parts of the event, including parent/students working together + to record lessons/strategies to post on the website for more parent use/involvement	\$598.52
Automatic Stapler	2	\$21.42	To aid in creating packets and materials for the event and for use during the event by parents and staff	\$42.84
Juice	4 cases	\$9.98 per case	To provide juice for the students and parents involved in the activities	\$39.92
Water	4 cases	\$5.88 per case	To provide water for the students and parents involved in the activities	\$23.52
Snacks	4 bulk boxes granola, 2 bulk boxes snack packs	31.52 Granola=\$7.88 each, Snack packs=\$4.88 each 9.76	To provide healthy snacks for the students and parents involved in the activities	\$41.28
Fruit Trays	4	\$10.48 each	To provide healthy snacks for the students and parents involved in the activities	41.92 \$62.88
Total				\$1,039.15

Project 2

Budget

1017.19

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Movie Purchase	3	\$18.00	To use when showing the movie.	\$54.00
Water & Juice	16 cases total	\$5.88	To provide water for attendees.	\$94.08
Soda	8-12 packs	\$3.00	To provide soda for attendees.	\$24.00
Popcorn ingredients	1 box kernels + butter	\$18.00	To provide snacks for attendees.	\$18.00
Cupcakes and snacks	20 packages	\$3.00	To provide snacks for attendees.	\$60.00
Books for each family	150	\$5.99	To provide literature for each family in attendance.	\$898.50
Total				\$1,148.58

Project 3

Budget

1148.58

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL
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		ITEM		COST
Catered Breakfast	150 people	\$6.00 per person	To provide an appreciation breakfast through CCSD catering.	\$900.00
Parent Appreciation Gifts	150 gifts	\$4.00	To distribute gifts to parent volunteers as a sign of appreciation for their efforts.	\$600.00
Total				\$1,500.00

Project 4

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Popcorn ingredients	1 box kernels + butter	\$18.00	To provide snacks for attendees.	\$18.00
Snacks	20 packages	\$3.00	To provide snacks for attendees.	\$60.00
Water	25 cases	\$5.88	To provide water for attendees.	\$147.00
Bricks 4 Kidz program	1	\$850.00	Bricks 4 Kidz program cost.	\$850.00
Total				\$1,075.00

B. Volunteer Match (Staff)

List the total number of volunteer hours for school staff that will be used in planning and implementing this project. Include ALL projects. *(attach additional sheets as needed)*

PROJECT	NUMBER OF STAFF VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER YEAR	TOTAL HOURS
Project 1	10	4	1	40
Project 2	15	3	1	45
Project 3	36	2	1	72
Project 4	4	3	1	12
169 X \$20.85 per hour = Total Staff Volunteer Match				\$3,523.65

C. Volunteer Match (Parents)

List total number of volunteer hours for parents that will be used in planning and implementing this project. Include ALL projects. *(attach additional sheets as needed)*:

PROJECT	NUMBER OF PARENT VOLUNTEERS	NUMBER OF HOURS	NUMBER OF TIMES PER YEAR	TOTAL HOURS
---------	-----------------------------	-----------------	--------------------------	-------------

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Lamb of God Lutheran**

THIS AGREEMENT is made and entered into this 26 day of **January, 2011** by and between the **CITY OF LAS VEGAS** (the "City"), a municipal corporation of the State of Nevada, and **Lamb of God Lutheran** the ("Subrecipient"), a Clark County School District elementary school duly organized under the laws of the State of Nevada, whose primary mailing address at the date of execution is **6232 North Jones Blvd., Las Vegas, Nevada 89130**.

WITNESSETH

WHEREAS, the City has allocated a portion of its municipal funds for the operation of the program commonly known and referred to as the "Parents as Learning Support Program" (the "PALS Program"), and

WHEREAS, the PALS Program has as its goals and objectives the following:

- To assist parents and school staff as partners in defining and addressing the needs of student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

WHEREAS, the Neighborhood Initiatives Division of the Department of Parks, Recreation and Neighborhood Services is responsible for the planning, administering, evaluating and monitoring the PALS Program to make sure that it complies with the aforementioned goals and objectives for the PALS Program, and the requirements set forth in the PALS Program Guidelines, and

WHEREAS, the City has selected the Subrecipient, a Clark County elementary school, to receive funding under the PALS Program in exchange for the Subrecipient providing the services more fully described below, and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the PALS Program.

NOW, THEREFORE, in light of the above premises, the parties hereto agree to the following:

SECTION 1: OPERATIONAL OBLIGATION AND PROGRAM DESCRIPTION

For the term of this Agreement, and in consideration of the funding set forth in Section 2, the Subrecipient agrees to be responsible for providing the services necessary for the Subrecipient's Program (the "Program"), which is described in the Program Description, Exhibit "A" attached hereto and incorporated herein as part of this Agreement. The Subrecipient agrees to operate the Program in compliance with the PALS Program Guidelines adopted by the City, and the conditions, if any, imposed by the City in the Program Description.

SECTION 2: ALLOCATION OF PROGRAM FUNDING

In consideration of the Subrecipient's obligation set forth in Section 1, the City agrees to allocate funding in the amount of **\$4,070.00** (the "Program Funding") for reimbursement of the Program Expenses (defined in Section 5.01 below) incurred by the Subrecipient in the operation of the Program. The City shall have no liability to fund or provide payment for the Program if the PALS grant funds are not awarded by the City for the fiscal year 2010-2011. Furthermore, the City shall be liable only for payment which is proportional to the PALS grant funds appropriated or allocated by the City for the PALS Program.

The Subrecipient agrees to expend the Program Funding only in accordance with the Program Budget, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. Any costs and expenses exceeding the Program Funding shall be the responsibility of the Subrecipient unless otherwise agreed to by the City. The Subrecipient agrees that the Program Funding will be used only to supplement, rather than supplant, funds otherwise available to the Subrecipient for the Program.

SECTION 3: TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be inserted into the first paragraph set forth above) and continue through May 27, 2011 unless otherwise terminated as provided in Section 4 of this Agreement.

SECTION 4: TERMINATION OF AGREEMENT

4.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Program authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient specifying the effective date of the termination. On the effective date of the termination, the Subrecipient shall cease operation of the Program and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Program Expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City.

4.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, suspend or terminate this Agreement if the Subrecipient:

- (i) Fails to conduct and administer the Program in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or

(iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice thereof is provided to the Subrecipient pursuant to Section 7.09 of this Agreement.

In addition to the termination of this Agreement pursuant to this Section, the Subrecipient may be disqualified from consideration for any future PALS funding.

SECTION 5: REIMBURSEMENT OF PROGRAM EXPENSES

5.01 Program Expenses. The Program Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the operation of the Project, and which have been identified in the Project Budget.

5.02 Reimbursement. On a monthly basis, the Subrecipient may submit an invoice requesting payment of the Program Expenses for the prior month, which will be reviewed by the City to determine eligibility for payment. Each request for reimbursement shall include the reports required pursuant to Section 7 of this Agreement. The City agrees to reimburse the Subrecipient for such expenses provided (i) payment thereof does not, when added to the prior payments of Program Expenses, exceed the amount of the Project Funding, and (ii) such expenses are within the scope of the Program Budget, within the scope of services described in the Program Description, and are eligible for PALS funding reimbursement. Reimbursement shall be only for Program Expenses within the scope of the Program Budget which are incurred during the term set forth in Section 3 of this Agreement. Program Expenses incurred prior or subsequent to the term of this Agreement will not be reimbursed by the City unless a request is made in writing to the Director of Neighborhood Services, and sufficient justification is submitted in support thereof to warrant approval by the Director.

In lieu of the request for reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Program Expenses, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request ("DPR") for purchases greater than \$1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

5.03 Documentation of Expenses. The Program Expenses submitted to the City for reimbursement, or direct vendor payment, shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the expense. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement, shall be thoroughly identified and readily accessible to the City.

5.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

5.05 Records. The Subrecipient Program records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the expiration of this Agreement expires (a five year retention period).

5.06 Program Budget. The Subrecipient shall not make any changes in the Program Budget unless permission is obtained in writing from the City.

5.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended funding to be used for other programs or projects authorized by the City under its PALS Program.

5.08 Accounting Methods. All expenditures charged to the City during the term of this Agreement will be accounted for in a ledger separate from all other expenditures and revenue sources. These records shall be maintained by the Subrecipient.

SECTION 6: PROGRAM REPORTS

The Subrecipient will be required to collect for and provide to the City the Program accomplishments and usage records beginning January 19, 2011 or the date first written above, until May 27, 2011, unless otherwise agreed to by the City. The Subrecipient shall submit, on a monthly basis, and on such other occasions as requested by the City, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibits "C," "D" and "E" to this Agreement. These reports shall accompany each request for the reimbursement of Program Expenses. Failure to submit these reports in a timely manner may delay or preclude reimbursement of the Program Expenses by the City and may affect requests for future funding under the PALS Program.

The records and reports shall contain, but shall not be limited to, the following data:

1. A statement of the Program goals cited in the Subrecipients initial application for funding and the measurable accomplishments which were made toward achieving the goals as of the date of the report.
2. Written narrative of activities and description of services provided shall be included in each Monthly Progress Report.
3. The Volunteer Hour Log should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include, without limitation, letters from professionals identifying the donation they have made and its value to the Program, vendor receipts for donated goods and receipts for expenditures paid by funds raised by the Subrecipient.
4. The Subrecipient shall provide a copy of all written reports developed for the Program to the City. These written reports may be included with the Project Evaluation Report or

provided separately to the City. Any materials which help document the progress of the Program shall be provided to the City, including, without limitation, program meetings and meeting minutes, event flyers, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, participant interviews, and videos.

5. The Subrecipient shall provide a final, brief, written report that summarizes the Program's successes and lessons learned.

These reports required herein are to be forwarded to the City of Las Vegas Department of Parks, Recreation and Neighborhood Services, ATTN: Neighborhood Initiatives Division. The City will monitor the performance of the Subrecipient against the goals and performance standards required for the Program. Substandard performance as determined by the City will constitute breach of this Agreement subject to the provisions of Section 4.02.

SECTION 7: CITY GENERAL CONDITIONS

7.01 COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

The Subrecipient shall obtain any and all federal, state, and local permits and licenses required to provide the services described in the Program Description. The Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances and laws.

7.02 INDEPENDENT CONTRACTOR

The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the Director of the Department of Parks, Recreation and Neighborhood Services, or the designee of the Director, to assure continuing eligibility for PALS funding.

7.03 INDEMNIFICATION

The Subrecipient agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "City") harmless from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The Subrecipient's obligation to protect, defend, indemnify and hold the City harmless as set forth in this paragraph, shall include any and all attorney fees incurred by the City in the defense and/or handling of the suits, demands, judgments, liens, claims and the like and all attorney fees and investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this Section.

7.04 ASSIGNMENT PROHIBITED

The Subrecipient shall not assign any part of its duties or rights under this Agreement without written consent of the City. Any such assignment without the consent of the City shall be void and may result in the forfeiture of all or a portion of the Project Funding under this Agreement, as determined to be appropriate by the City.

7.05 ON-SITE MONITORING

The Program funded under this Agreement is subject to on-site monitoring by duly authorized representatives of the City. Representatives may, on occasion, interview the volunteers and participants of the Program who volunteer to be interviewed.

7.07. ACCESS TO RECORDS

At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement shall be made available for audit, examination and review by representatives of the City.

7.08 INSURANCE

If the Subrecipient uses a vehicle in the performance of this Agreement, the Subrecipient shall provide and maintain Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000 and \$2,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) is in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

7.09 NOTICES

All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:

City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT:

Lamb of God Lutheran

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

SECTION 8: OTHER GENERAL CONDITIONS

8.01 RELIGIOUS ACTIVITIES

The PALS funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

8.02 POLITICAL ACTIVITIES

The Subrecipient will not use, or allow the use of, the Program Funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as, candidate forums, voter transportation or voter registration.

8.03 PROGRAM INCOME

The Subrecipient agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by the Subrecipient with PALS funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by the Subrecipient that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

8.04 DISPOSITION OF PROGRAM INCOME

Program income generated by the Program may be retained by the Subrecipient provided written notification is given to, and is approved by, the Director of the Department of Parks, Recreation and Neighborhood Services and it is used for the exclusive benefit of the Program.

8.05 EXPIRATION OR TERMINATION OF AGREEMENT

Upon the expiration or termination of this Agreement, the Subrecipient shall transfer to the City any PALS funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of PALS funds.

8.06 NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

Organization purchasing or receiving non-expendable personal property as part of their project will give the City rights to the non-expendable personal property for three years from the date of purchase. If the organization is dissolved or the non-expendable personal property is not be used in accordance with the grant agreement, the City will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If the property is a vehicle, the City shall be named as a lien-holder on the title.

8.07 AMENDMENT OR REVISION REQUIRED BY CITY

The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws.

Remainder of page intentionally left blank

8.08. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If, through mistake or otherwise, a provision has not been inserted, or has not been correctly inserted, then upon the request of either party, this Agreement shall be amended to provide for such insertion.

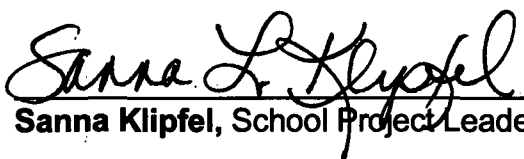
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

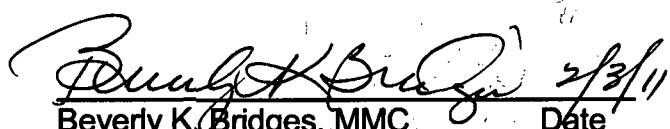

Stephen Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

Date

Lamb of God Lutheran


Sanna Klipfel, School Project Leader

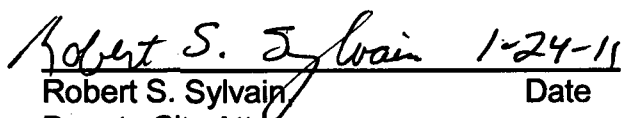
ATTEST:


Beverly K. Bridges, MMC
City Clerk

Date

ATTEST:

APPROVED AS TO FORM:


Robert S. Sylvain
Deputy City Attorney

Date

COUNCIL ACTION: January 19, 2011 Agenda Item # 27

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EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2010-2011 PALS-funded Program known as **Lamb of God Lutheran: *Becoming a Love & Logic School*** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 4,070.00** in PALS funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations:

- **None.**

Purpose of Services:

Funding will be used to plan and implement **Education** school-based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- ***Becoming a Love & Logic School:*** Parenting classes for parents to learn how to use the love and logic approach to discipline as staff implement it into the classrooms (**\$4,070.00**)

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Sanna Klipfel, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section VI: Funding / Match

A. Project Budget:

Itemized list of supplies to be purchased per project (*attach additional sheets as needed*)

Project 1

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
07-94-822	1	730	Becoming a Loved Logic Parent	730
07-94-209	1	930	9 Essential Skills for L&L Classroom	930
02-94-215	10	\$12	" " Workbooks	120
05-94-060	5	68.95	Ages 7-12 Parenting Package	344.75
05-94-050	5	68.95	L&L Early Childhood Pkg.	344.75
05-94-100	4	200	Lending Library Package	800-
02-94-850	100	8		800
Total				4,069.50

Project 2

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST
Total				

Project 3

Budget

ITEM	QUANTITY	COST PER ITEM	PURPOSE	TOTAL COST

EXHIBIT C and D

City of Las Vegas

PALS Grant Monthly Project Report

Name of School: _____

Project Name: _____

Note: must submit a separate report for each project.

Person Preparing Report: _____

Title: _____

E-mail Address/Phone: _____

Reporting Date: _____

Was this Project Completed? ☐ Yes ☐ No

Date Completed: _____

Number of Students Involved with Project **this** Month: _____

Number of school staff and parent volunteers **this** month: _____

Number of school staff and parents that attended an event **this** month: _____

Project Evaluation

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]