

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

Back To Basic

THIS AGREEMENT is made and entered into this 17 day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Back To Basic** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **3824 Aspen Spring Ave.**, Las Vegas, Nevada **89115**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$ 1,000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

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

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

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

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

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

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

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project 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 authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
- (iii) Fails to perform any of the other provisions of this Agreement, and

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

SECTION 6. PROJECT REPORTS.

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

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them,

shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

FOR THE SUBRECIPIENT: **Back To Basic**

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

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

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

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

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the

representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
- (ii) Proceeds from the disposition of equipment purchased with YNAPP funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

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

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

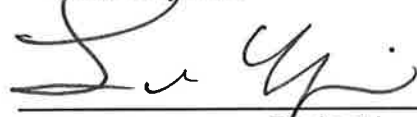
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS



Stephen K. Harsin, Director Date 2-3-11
Department of Parks, Recreation
And Neighborhood Services

**Back To Basic,
"Subrecipient"**



Ladonna Taplin, Project Leader

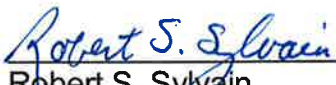
ATTEST:



Beverly K. Bridges, MMC, Date 3/17/11
City Clerk

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain, Date 2-3-11
Deputy City Attorney

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2010-2011** YNAPP-funded Program known as **Back To Basic** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Students will hold a Anti Bullying community Walk-A-Thon.

Tasks to be Performed:

- Identify and purchase items needed for project;
- Collect materials on youth violence and bullying awareness;
- Set up for the Event.

Level of Service to be Provided:

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

Measurable Goals for Grant period:

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

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

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

Ladonna Tiplin, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

R. Overall Project Budget Worksheet

5

TOTALS

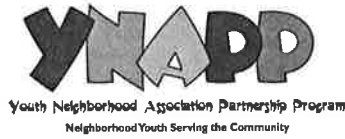
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1150

2165

1015 -

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

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

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print):

Phone number:

Address:

Zip code:

Project Title:

Age:

[illegible]

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

CSNHS – National Honor Society

THIS AGREEMENT is made and entered into this 10th day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **CSNHS - National Honor Society** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **2121 Calm Sea Avenue**, Las Vegas, Nevada **89106**.

WITNESSETH

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

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

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
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- ☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.
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FOR THE SUBRECIPIENT: **CSNHS - National Honor Society**

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

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

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

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

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

Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
- (ii) Proceeds from the disposition of equipment purchased with YNAPP funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

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

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS



Stephen K. Harsin, Director Date 2-3-11
Department of Parks, Recreation
And Neighborhood Services

ATTEST:



Beverly K. Bridges, MMC, Date 3/17/11
City Clerk

**CSNHS - National Honor Society,
"Subrecipient"**



Mark McClanahan, Project Leader

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain, Date 2-3-11
Deputy City Attorney

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

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

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Youth group will assemble hygiene kits to distribute to the low income children.

Tasks to be Performed:

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

Level of Service to be Provided:

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

Measurable Goals for Grant period:

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

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

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

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

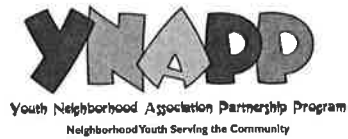
EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

[illegible]

EXHIBIT C and D



City of Las Vegas

YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

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

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print):

Phone number:

Address:

Zip code:

Project Title:

Age:

[illegible]

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

CSNHS – Student Council

THIS AGREEMENT is made and entered into this 15 day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **CSNHS – Student Council** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **10304 Carolina Hills Avenue, Las Vegas, Nevada 89144**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

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

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

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

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

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

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

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project 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 authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
- (iii) Fails to perform any of the other provisions of this Agreement, and

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

SECTION 6. PROJECT REPORTS.

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

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them,

shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

FOR THE SUBRECIPIENT: **CSNHS – Student Council**

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

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

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

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

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Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
- (ii) Proceeds from the disposition of equipment purchased with YNAPP funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
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Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

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

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

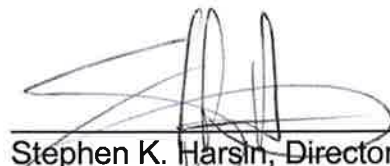
(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

**CSNHS – Student Council,
“Subrecipient”**



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

2-3-11
Date



Kathleen Dye, Project Leader

ATTEST:

ATTEST:



Beverly K. Bridges, MMC,
City Clerk

3/17/11
Date

APPROVED AS TO FORM:



Robert S. Sylvain,
Deputy City Attorney

2-3-11
Date

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

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

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Make blankets for homeless CCSD students.

Tasks to be Performed:

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

Level of Service to be Provided:

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

Measurable Goals for Grant period:

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

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

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

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

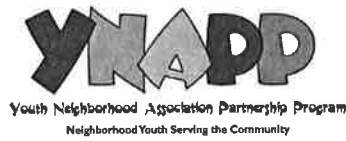
EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

[illegible]

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

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

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print):

Phone number:

Address:

Zip code:

Project Title:

Age:

[illegible]

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

Mirabelli – S.W.A.T. Team

THIS AGREEMENT is made and entered into this 17 day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Mirabelli – S.W.A.T. Team** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **6200 Hargrove Avenue, Las Vegas, Nevada 89107**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

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

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

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

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

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

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

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project 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 authorized under the City's YNAPP Project.

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unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
- (iii) Fails to perform any of the other provisions of this Agreement, and

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

SECTION 6. PROJECT REPORTS.

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

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- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period;
- (iii) A description of the Project Expenses incurred during the reporting period; and
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6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

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

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

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

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them,

shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

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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: **Mirabelli – S.W.A.T. Team**

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

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

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

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

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

Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
- (ii) Proceeds from the disposition of equipment purchased with YNAPP funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

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

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS



Stephen K. Harsin, Director 2-3-11 Date
Department of Parks, Recreation
And Neighborhood Services

**Mirabelli – S.W.A.T. Team,
“Subrecipient”**



Vanessa Villanueva, Project Leader

ATTEST:



Beverly K. Bridges, MMC, 3/12/11 Date
City Clerk

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain, 2-3-11 Date
Deputy City Attorney

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2010-2011** YNAPP-funded Program known as **Mirabelli – S.W.A.T. Team** 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 **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Youth will hold a celebration dance for the local seniors in their community to show them how much they are appreciated.

Tasks to be Performed:

- Plan, organize, and advertise event;
- Purchase supplies and food needed for project;
- Make decorations;
- Set up for the Event.

Level of Service to be Provided:

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

Measurable Goals for Grant period:

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

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

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

Vanessa Villanueva, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

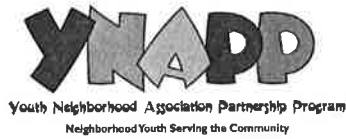
Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
8	Tables	unknown		0 ?		
45	Chairs	unknown		?		
3	Bags balloons (Birch) 12inch	8.99	26.97			
1 Set	Hollywoodmeme decorations	799.99		799.99		
1	Red carpet	48.99		48.99		
1	Bubble Machine,	14.99	14.99			
3	Gold spray paint	2.49		7.47		
2	Paper Crowns	0.00		0.00		
6	Rolls ½" craft ribbon	3.99		23.94		
3	1dozen helium filled balloons \$10/dozen	30.00				
4	Rolls of streamers	7.99	31.96			
1	Bubble Juice	4.99	4.99			
8	Table Linens, standard	7.95		63.60		
45	Carnations	3.00	135			
1	Chocolate fondue fountain	40.54	40.54			
2	Pretzels bag	2.49	4.98			
2	Oreo cookies	2.89	5.78			
3	Strawberries	7.99	23.97			
5	Box Penne Pasta	4.96	24.80			
1	Bag Mozzarella	8.49	8.49			
4	Spaghetti Sauce	3.49	13.96	(3.96)		
1	Coffee	9.96	9.96			
6	Sprite	1.19	7.14			
6	Lemonade	1.19	7.14			
4	DJ	400	400			
	Misc Supplies (from CHCS Board)	200		200		
1	plates (nice plastic)	36.59	36.59			
2	spoons	2.57	5.14			
2	forks	2.57	5.14			
8	chocolate	3.49	27.92			
	Fruit					
	TOTALS		861.97	1143.99		2005.96

$$870 \overline{) 06}$$

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

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

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____

Age: _____

[illegible]

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

Gods Angels and Company

THIS AGREEMENT is made and entered into this 9 day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Gods Angels and Company** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **9764 Galahad Point Court, Las Vegas, Nevada 89147**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

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- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
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FOR THE SUBRECIPIENT: **Gods Angels and Company**

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Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
- (ii) Proceeds from the disposition of equipment purchased with YNAPP funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

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

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS



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

2-3-11
Date

**Gods Angels and Company,
"Subrecipient"**



Theresa Davis, Project Leader

ATTEST:



Beverly K. Bridges, MMC,
City Clerk

3/17/11
Date

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain,
Deputy City Attorney

2-3-11
Date

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2010-2011** YNAPP-funded Program known as **Gods Angels and Company** 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 **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

The youth will be making cards and homemade gift baskets to give to Atria Senior Living Group Center.

Tasks to be Performed:

- Purchase supplies needed for project;
- Make greeting cards;
- Assemble gift baskets;
- Deliver greeting cards and gift baskets.

Level of Service to be Provided:

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

Measurable Goals for Grant period:

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

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

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

Theresa Davis, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

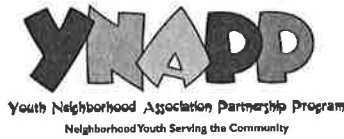
Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
250	Stuffed Animals	\$10.00	\$100.00	\$2400.00		\$2500.00
100	Baskets	\$1.00			\$100.00	\$100.00
50	Cellophane wrap	\$1.00	\$50.00			\$50.00
100	apple (fruit)	68¢ lb	\$25.00			\$25.00
100	oranges (fruit)	99¢ lb	\$40.00			\$40.00
250	Assorted construction	\$1.00	\$2.00			\$2.00
—	paper 25 per pack	—	—	—	—	—
50	markers	\$1.00	\$10.00			\$10.00
75	ribbons	\$1.00	\$75.00			\$75.00
20	glitter	\$1.00	\$20.00			\$20.00
25	glue	\$1.00	\$25.00			\$25.00
60	Tape 3 per pack	\$1.00	\$20.00			\$20.00
30	sequins	\$1.00	\$30.00			\$30.00
50	stencils	\$1.00	\$50.00			\$50.00
1	Circuit Craft machine	\$150.00	\$150.00			\$150.00
2	printing paper	\$10.00	\$20.00			\$20.00
—	100 sheets per box	—	—	—	—	—
50	Card boards	\$1.00	\$50.00			\$50.00
60	Color pencils 12 per pack	\$1.00	\$5.00			\$5.00
10	Crayons 24 per pack	\$1.00	\$10.00			\$10.00
10	scissors (plastic)	\$1.00	\$10.00			\$10.00
10	scissors (metal)	\$1.00	\$10.00			\$10.00
3	Cutting boards	\$16.50	\$49.50			\$49.50
3	Bows 50 per bag	\$1.00	\$3.00			\$3.00
5	Curling Ribbon assorted	\$1.00	\$5.00			\$5.00
3	Staplers 100 per box	\$1.00			\$3.00	\$3.00
5	Stapler gun	\$1.00			\$5.00	\$5.00
4	Liturgical skirts (white)	\$32.00	\$128.00			\$128.00
	for dancers	—	—	—	—	—
5						
	TOTALS		887.50	2400	108	3395.50

AZ

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____

Age: _____

[illegible]

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

Boy Scouts of America

THIS AGREEMENT is made and entered into this 9 day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Boy Scouts of America** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **901 Christy Lane.**, Las Vegas, Nevada **89110**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$ 1,000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

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

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

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

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

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

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

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project 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 authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
- (iii) Fails to perform any of the other provisions of this Agreement, and

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

SECTION 6. PROJECT REPORTS.

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

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them,

shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

FOR THE SUBRECIPIENT: **Boy Scouts of America**

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

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

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

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

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the

representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
- (ii) Proceeds from the disposition of equipment purchased with YNAPP funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS



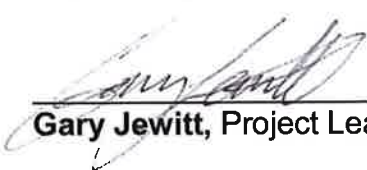
Stephen K. Harsin, Director Date 2-3-11
Department of Parks, Recreation
And Neighborhood Services

ATTEST:



Beverly K. Bridges, MMC, Date 3/12/11
City Clerk

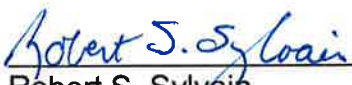
**Boy Scouts of America,
"Subrecipient"**



Gary Jewitt, Project Leader

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain, Date 2-3-11
Deputy City Attorney

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2010-2011** YNAPP-funded Program known as **Boy Scouts of America** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Students will build raised planting beds to enable the seniors to plant a garden at the Community Center.

Tasks to be Performed:

- Purchase materials needed for project;
- Draw and design the planting beds.

Level of Service to be Provided:

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

Measurable Goals for Grant period:

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

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

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

Gary Jewitt, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

[illegible]

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____

Age: _____

[illegible]

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

City Impact Center Youth Group

THIS AGREEMENT is made and entered into this 17 day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **City Impact Center Youth Group** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **950 E. Sahara Ave., Las Vegas, Nevada 89104**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$ 1,000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

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

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

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

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

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

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

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project 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 authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
- (iii) Fails to perform any of the other provisions of this Agreement, and

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

SECTION 6. PROJECT REPORTS.

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

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them,

shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

FOR THE SUBRECIPIENT: **City Impact Center Youth Group**

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

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

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

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

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be

announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
- (ii) Proceeds from the disposition of equipment purchased with YNAPP funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession

of all non-expendable personal property purchased by the Subrecipient with the Project Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS



Stephen K. Harsin, Director Date 2-3-11
Department of Parks, Recreation
And Neighborhood Services

**City Impact Center Youth Group,
"Subrecipient"**



Marcus Mooney, Project Leader

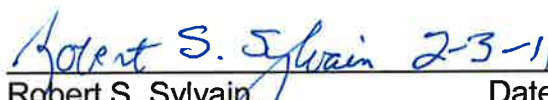
ATTEST:



Beverly K. Bridges, MMC, Date 3/17/11
City Clerk

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain, Date 2-3-11
Deputy City Attorney

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2010-2011** YNAPP-funded Program known as **City Impact Center Youth Group** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Youth group will offer a safe place for youth to receive help with homework, learn life skills lessons and to experience fun activities and receive a hot meal three times a week.

Tasks to be Performed:

- Identify and purchase items needed for project;
- Collect materials on Power Talk/Life Skills;
- Set up class rooms.

Level of Service to be Provided:

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

Measurable Goals for Grant period:

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

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

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

Marcus Mooney, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

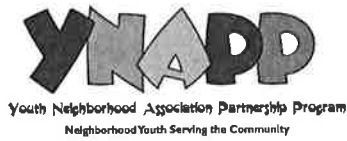
R. Overall Project Budget Worksheet

[illegible]

872.76

550275

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

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

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print):

Phone number:

Address: _____

Zip code:

Project Title: _____

Age:

[illegible]

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

Fremont Family Writing Project

THIS AGREEMENT is made and entered into this 24th day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Fremont Family Writing Project** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **1048 Franklin Avenue**, Las Vegas, Nevada **89104**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

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

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

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- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
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the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

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FOR THE SUBRECIPIENT: **Fremont Family Writing Project**

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
- (ii) Proceeds from the disposition of equipment purchased with YNAPP funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

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

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS



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

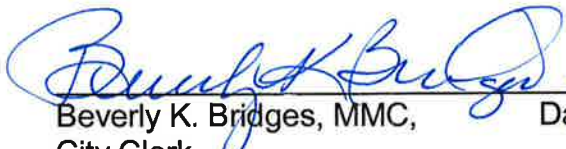
2-3-11
Date

**Fremont Family Writing Project,
"Subrecipient"**



Shawn A. Kelly, Project Leader

ATTEST:



Beverly K. Bridges, MMC,
City Clerk

3/17/11
Date

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain,
Deputy City Attorney

2-3-11
Date

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

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

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Publish an anthology of writing and art about the lives of their families as community members.

Tasks to be Performed:

- Painting tiles & writing;
- Students will edit, revise, and translate writings;
- Print pages & organize anthology.

Level of Service to be Provided:

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

Measurable Goals for Grant period:

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

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

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

Shawn A. Kelly, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

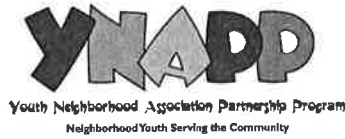
EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

[illegible]

EXHIBIT C and D



City of Las Vegas

YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

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

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

Lunt Leadership

THIS AGREEMENT is made and entered into this 9 day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Lunt Leadership** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **2701 Harris Avenue, Las Vegas, Nevada 89101**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

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

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

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

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

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

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

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project 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 authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
- (iii) Fails to perform any of the other provisions of this Agreement, and

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

SECTION 6. PROJECT REPORTS.

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

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them,

shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

FOR THE SUBRECIPIENT: **Lunt Leadership**

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

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

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

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

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

Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
- (ii) Proceeds from the disposition of equipment purchased with YNAPP funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

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

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

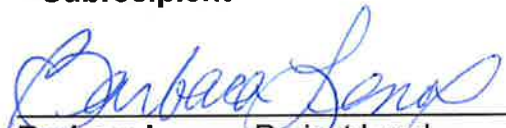


Stephen K. Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

2-3-11

Date

**Lunt Leadership,
"Subrecipient"**



Barbara Lenox, Project Leader

ATTEST:



Beverly K. Bridges, MMC,
City Clerk

3/17/11

Date

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain,
Deputy City Attorney

2-3-11

Date

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

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

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Students will give back to the community by making cards, gift packages, crafts, and baked goods for Seniors, Three Square, Armed Forces, Firefighters, Police Officers and Teachers.

Tasks to be Performed:

- Purchase art supplies, food and baking goods needed for project;
- Create thank you cards and make baked goods;
- Assemble gift baskets and care packages;
- Mail care packages and deliver baskets;
- Cook appreciation breakfast and lunch.

Level of Service to be Provided:

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

Measurable Goals for Grant period:

- Number of youth volunteers and volunteer hours

- Number of parents and students participating
- Completion of event

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

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

Barbara Lenox, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

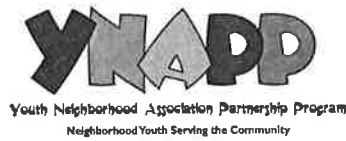
EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
30	30 boxes mailed	3	90			
30	hygiene products	2	60			
30	baking supplies	3	90			
30	socks	1	30			
?	materials for care package that was not donated	?	37			
20	bakesale supplies	3	60			
50	craft supplies	1	50			
6 boxes	plastic utensils	3	18			
10	gingerbread cookie supplies	5	50			
4 dz	baking / food supplies	10	40			
50	pots for plants / soil / plants	3	150			
3 dz	pancakes (mix) / syrup	10	30			
3 dz	eggs / bacon	12	36			
3 dz	bagels / cream cheese	15	45			
7/60	juice / cups	4	28			
5 dz	rolls (2 times)	4	20			
6	deli meats / cheese (2x)	8	48			
4	condiments (2x)	4	16			
4 dz	chips (2x)	7	28			
4 dz	drinks (2x)	4	16			
2	tin foil (2x)	4	8			
50	Christmas activity / crafts	1	50			
1	cooler			✓ 40.		
5	paper			✓ 40.		
3 dz	pencils			✓ 20.		
5	glitter			✓ 10.		
20	glue			✓ 10.		
10	crayons			✓ 30.		
10	markers			✓ 30.		
30	scissors			✓ 30.		
10	stickers			✓ 40.		
TOTALS			\$1,000	250.		1,250.00

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print):

Phone number:

Address:

Zip code:

Project Title:

Age:

[illegible]

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

Rafael Rivera – Youth Council

THIS AGREEMENT is made and entered into this 9th day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Rafael Rivera – Youth Council** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **2900 E. Stewart Avenue**, Las Vegas, Nevada **89101**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

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

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

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

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

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

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

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project 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 authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
- (iii) Fails to perform any of the other provisions of this Agreement, and

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

SECTION 6. PROJECT REPORTS.

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

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them,

shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

FOR THE SUBRECIPIENT: **Rafael Rivera – Youth Council**

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

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

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

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

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

Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
- (ii) Proceeds from the disposition of equipment purchased with YNAPP funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

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

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS



Stephen K. Harsin, Director Date 2-3-11
Department of Parks, Recreation
And Neighborhood Services

**Rafael Rivera – Youth Council,
“Subrecipient”**

 9 Feb. 2011

Gavin Whipple, Project Leader

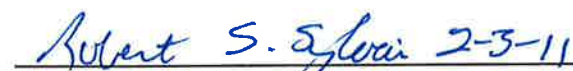
ATTEST:

 3/17/11

Beverly K. Bridges, MMC, Date
City Clerk

ATTEST:

APPROVED AS TO FORM:

 2-3-11

Robert S. Sylvain, Date
Deputy City Attorney

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

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

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Funding will be used for a beautification project that will make the school more visually appealing by removing all dead shrubs, damaged trees and plants and replacing them with new plants and trees.

Tasks to be Performed:

- Plan, organize, remove damaged weeds;
- Purchase supplies needed for project;
- Plant new bushes and/or shrubs;

Level of Service to be Provided:

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

Measurable Goals for Grant period:

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

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

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

Gavin Whipple, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

[illegible]

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

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

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print):

Phone number:

Address:

Zip code:

Project Title:

Age:

[illegible]

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

Southern Nevada Hispanic Employment Program

THIS AGREEMENT is made and entered into this 1st day of **March, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Southern Nevada Hispanic Employment Program** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **2490 Paseo Verde Parkway #150**, Henderson, Nevada **89074**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

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- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
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the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

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

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

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

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

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS


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

2.3.11
Date

**Southern Nevada Hispanic
Employment Program,
"Subrecipient"**


Chelsey Kuzyk, Project Leader

3.1.11

ATTEST:


Beverly K. Bridges, MMC,
City Clerk

3/17/11
Date

ATTEST:

APPROVED AS TO FORM:


Robert S. Sylvain,
Deputy City Attorney

2-5-11
Date

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2010-2011** YNAPP-funded Program known as **Southern Nevada Hispanic Employment 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 **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Youth will educate the kids ages 5-12 years old at City Impact Center about Nutrition and Physical Activities for a healthier life.

Tasks to be Performed:

- Plan, organize and prepare training materials;
- Purchase art supplies and healthy snacks needed for project;
- Collect clothing donations for the Center.

Level of Service to be Provided:

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

Measurable Goals for Grant period:

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

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

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

Chelsey Kuzyk, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

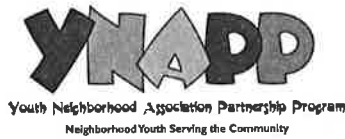
EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

[illegible]

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

(Please Print Clearly)

Phone number: _____

Zip code: _____

Age: _____

[illegible]

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

Fostering Kids at Work

THIS AGREEMENT is made and entered into this 9th day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Fostering Kids at Work** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **3508 Lockport Street, Las Vegas, Nevada 89129**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

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

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

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

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

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

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

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project 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 authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
- (iii) Fails to perform any of the other provisions of this Agreement, and

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

SECTION 6. PROJECT REPORTS.

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

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them,

shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
- (ii) Proceeds from the disposition of equipment purchased with YNAPP funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

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

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

**Fostering Kids at Work,
"Subrecipient"**



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

2-3-11
Date



Tammy Wilder, Project Leader

ATTEST:

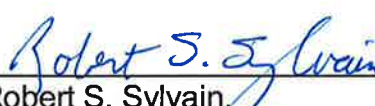
ATTEST:



Beverly K. Bridges, MMC,
City Clerk

3/17/11
Date

APPROVED AS TO FORM:



Robert S. Sylvain,
Deputy City Attorney

2-3-11
Date

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

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

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Will be creating coloring books and delivering them to foster children ages 4-8 to help them understand issues and words while in foster care.

Tasks to be Performed:

- Purchase supplies needed for project;
- Create coloring books;
- Assemble gift bags;
- Deliver gifts bags with coloring books to foster kids.

Level of Service to be Provided:

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

Measurable Goals for Grant period:

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

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

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

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

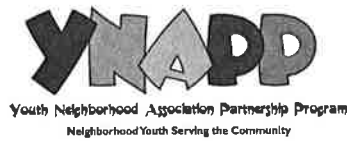
EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

	QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
				YNAPP Funded	Donated Supplies / Materials	Cash Donation	
Jakeshore	15	Blank Writing Journal sets	19.98	299.70			299.70
							\$ 299.70
Oriental Trading	10	Canvas Tote Bags	19.99	199.90			199.90
	10	Drawstring Bags	9.99	99.90			99.90
	10	Pocket Totes	14.99	149.90			149.90
							\$ 449.70
Office Depot	300	Boxes of Crayons	1.38	114.00			114.00
	2	Case of White Paper	33.00	66.00			66.00
	2	Long Arm Staplers	27.00	54.00			54.00
							\$ 234.00
5	TOTALS						\$ 983.40

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

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

(Please Print Clearly)

Volunteer **First and Last Name** (please print) :

Phone number:

Address:

Zip code:

Project Title:

Age:

[illegible]

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

Lummis Elementary School

THIS AGREEMENT is made and entered into this 9th day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Lummis Elementary School** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **3508 Lockport Street, Las Vegas, Nevada 89129**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

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

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

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

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project 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 authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
- (iii) Fails to perform any of the other provisions of this Agreement, and

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

SECTION 6. PROJECT REPORTS.

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

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

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

SECTION 7. INSURANCE.

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

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

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

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them,

shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

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

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

FOR THE SUBRECIPIENT: **Lummis 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.

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

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

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Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
- (ii) Proceeds from the disposition of equipment purchased with YNAPP funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

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

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

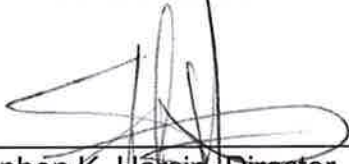
(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

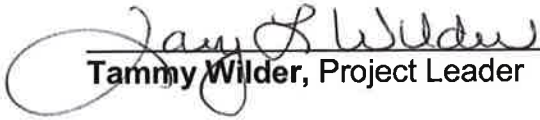
**Lummis Elementary School,
"Subrecipient"**



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

23.11

Date



Tammy Wilder, Project Leader

ATTEST:

ATTEST:

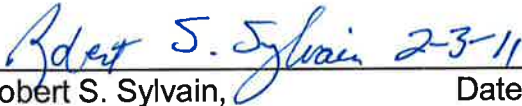


Beverly K. Bridges, MMC,
City Clerk

3/17/11

Date

APPROVED AS TO FORM:



Robert S. Sylvain,
Deputy City Attorney

2-3-11

Date

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

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

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Each month students will make and deliver cards and crafts to seniors, Heart Patients, Easter Seals, Three Square and the Fire House.

Tasks to be Performed:

- Purchase supplies needed for project;
- Make greeting cards;
- Collect can donations;
- Deliver greeting cards and donations.

Level of Service to be Provided:

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

Measurable Goals for Grant period:

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

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

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

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

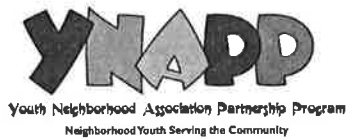
EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

[illegible]

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

(Please Print Clearly)

Volunteer **First and Last Name** (please print):

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

Address: _____

Address: _____ Zip code: _____

Project Title: _____

Project Title: _____ Age: _____

[illegible]

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

Symbolic Youth Networking Council

THIS AGREEMENT is made and entered into this 17 day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Symbolic Youth Networking Council** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **1248 Lawry Avenue**, Las Vegas, Nevada **89106**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

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

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

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

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

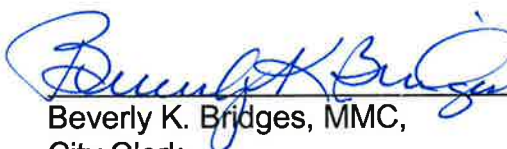

Stephen K. Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

2-3-11
Date

**Symbolic Youth Networking Council,
"Subrecipient"**


Dwayne McIntyre, Project Leader

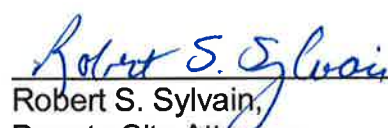
ATTEST:


Beverly K. Bridges, MMC,
City Clerk

3/17/11
Date

ATTEST:

APPROVED AS TO FORM:


Robert S. Sylvain,
Deputy City Attorney

2-3-11
Date

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

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

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Youth will purchase much needed school supplies for Becker Middle School.

Tasks to be Performed:

- Identify and organize
- Purchase school supplies;
- Deliver school supplies.

Level of Service to be Provided:

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

Measurable Goals for Grant period:

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

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

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

Dwayne McIntyre, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

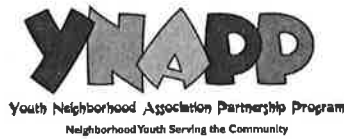
EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

[illegible]

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____

Age: _____

[illegible]

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

Symbolic Youth Networking Council

THIS AGREEMENT is made and entered into this 17 day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Symbolic Youth Networking Council** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **1248 Lawry Avenue**, Las Vegas, Nevada **89106**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

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

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

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

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

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

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

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project 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 authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
- (iii) Fails to perform any of the other provisions of this Agreement, and

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

SECTION 6. PROJECT REPORTS.

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

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them,

shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

FOR THE SUBRECIPIENT: **Symbolic Youth Networking Council**

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

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

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

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

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

Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
- (ii) Proceeds from the disposition of equipment purchased with YNAPP funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

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

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

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

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

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

(Remainder of page intentionally left blank)

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

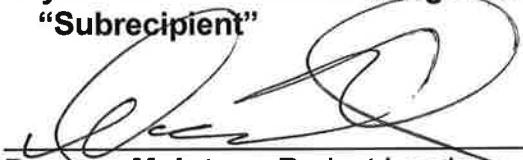
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS



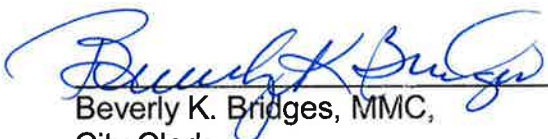
Stephen K. Harsin, Director Date 2-3-11
Department of Parks, Recreation
And Neighborhood Services

**Symbolic Youth Networking Council,
"Subrecipient"**



Dwayne McIntyre, Project Leader

ATTEST:



Beverly K. Bridges, MMC, Date 3/17/11
City Clerk

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain, Date 2-3-11
Deputy City Attorney

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

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

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Youth will have a Walk-A-Thon to encourage and educate the community the importance of health and fitness.

Tasks to be Performed:

- Organize and create flyers
- Purchase items needed for project;
- Set up for Event.

Level of Service to be Provided:

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

Measurable Goals for Grant period:

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

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

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

Dwayne McIntyre, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
Bxks	Water bottles	\$12.00	\$96.00	—	—	\$96.00
15	T-shirts	\$6.00	\$90.00	—	—	\$90.00
10	Fruit tray	\$16.99	\$169.90	—	—	\$169.90
10	Veggie tray	\$7.99	\$79.90	—	—	\$79.90
200	Wristbands	\$1.00	\$200	—	—	\$200.00
100	Plastic bowls	\$2.29	\$1450	\$1450	—	\$229
20pk	plastic forks	⊖	—	BMS✓	—	⊖
10pk	Paper	⊖	—	BMS✓	—	⊖
20	Kula hoops	⊖	—	BMS✓	—	⊖
10	jump ropes	⊖	—	BMS✓	—	⊖
1	jump house	⊖	—	BMS✓	—	⊖
2	Ladder Run	⊖	—	BMS✓	—	⊖
4	Polato Sacks	⊖	—	RMS✓	—	⊖
10pk	balloon toss	⊖	—	BMS✓	—	⊖
2	Sponges	⊖	—	BMS✓	—	⊖
4	buckets	⊖	—	BMS✓	—	⊖
100	fruit snacks	⊖	—	BMS✓	—	⊖
2pk	raffle tickets	\$2.00	\$4.00	—	—	\$4.00
2	BANNERS	\$72	\$144	—	—	\$144.00
1	X-raybook	\$11.00	\$11.00	—	—	\$11.00
				\$144.50	—	
TOTALS			989.30	\$144.50	⊖	\$1133.80

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print):

Phone number:

Address:

Zip code:

Project Title:

Age:

[illegible]

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

Kappa Leadership

THIS AGREEMENT is made and entered into this 17 day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Kappa Leadership** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **3916 Ratite Way, North Las Vegas, Nevada 89084**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

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

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

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

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

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

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

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project 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 authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
- (iii) Fails to perform any of the other provisions of this Agreement, and

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

SECTION 6. PROJECT REPORTS.

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

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them,

shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

FOR THE SUBRECIPIENT: **Kappa Leadership**

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

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

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

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Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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

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

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

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

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

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

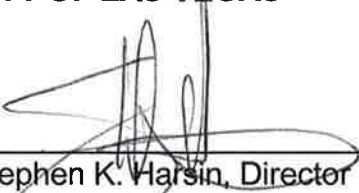
9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

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

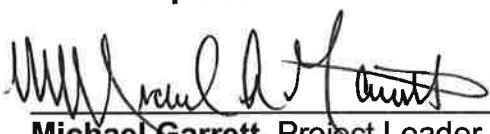
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS



Stephen K. Harsin, Director Date 2-3-11
Department of Parks, Recreation
And Neighborhood Services

**Kappa Leadership,
"Subrecipient"**



Michael Garrett, Project Leader

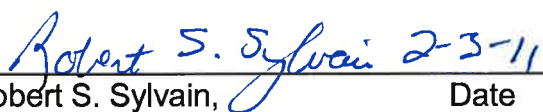
ATTEST:



Beverly K. Bridges, MMC, Date 3/17/11
City Clerk

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain, Date 2-3-11
Deputy City Attorney

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

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

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

The youth will construct an onsite vegetable booth and give away fresh produce to the community residents.

Tasks to be Performed:

- Purchase supplies and lumber needed for project;
- Build and paint booth;
- Create and deliver flyers;
- Set up for grand opening day.

Level of Service to be Provided:

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

Measurable Goals for Grant period:

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

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

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

Michael Garrett, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

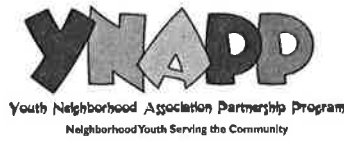
EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

[illegible]

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print):

Phone number:

Address:

Zip code:

Project Title:

Age:

[illegible]

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

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

S.T.A.R.S. CDC

THIS AGREEMENT is made and entered into this 9 day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **S.T.A.R.S. CDC** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **1601 University Road Apt. #224, Las Vegas, Nevada 89119**.

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

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- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
- (iii) Fails to perform any of the other provisions of this Agreement, and

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

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

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

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

(Remainder of page intentionally left blank)

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

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

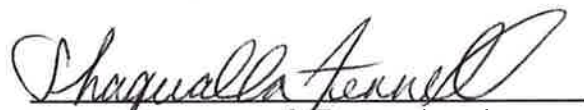
CITY OF LAS VEGAS

**S.T.A.R.S. CDC,
"Subrecipient"**



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

2-3-11
Date



Shaqualla Fennell, Project Leader

ATTEST:

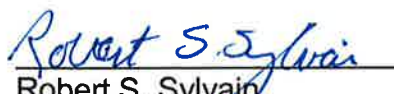
ATTEST:



Beverly K. Bridges, MMC,
City Clerk

3/17/11
Date

APPROVED AS TO FORM:



Robert S. Sylvain,
Deputy City Attorney

2-3-11
Date

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2010-2011** YNAPP-funded Program known as **S.T.A.R.S. CDC** 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 **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Youth will build a community stage at Tonopah Gardens to have a place to hang out, hold talent shows, family reunions and parties.

Tasks to be Performed:

- Identify and organize project;
- Purchase building materials needed for project;
- Frame and build stage.

Level of Service to be Provided:

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

Measurable Goals for Grant period:

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

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

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

Shaqualla Fennell, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

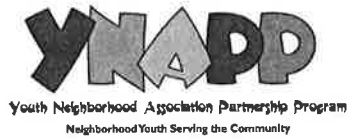
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TOTALS

~~2,880.0~~~~2,880.0~~

100000

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

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

Section 2: Report Narrative

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

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

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print):

Phone number:

Address:

Zip code:

Project Title:

Age:

[illegible]

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

St. Joseph's – Student Council

THIS AGREEMENT is made and entered into this 9 day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **St. Joseph's – Student Council** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **1300 Bridger Avenue**, Las Vegas, Nevada **89101**.

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

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

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

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

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

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

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

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

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

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

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project 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 authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
- (iii) Fails to perform any of the other provisions of this Agreement, and

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

SECTION 6. PROJECT REPORTS.

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

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them,

shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

FOR THE SUBRECIPIENT: **St. Joseph's – Student Council**

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

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

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

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

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

Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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

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

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

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

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
- (ii) Proceeds from the disposition of equipment purchased with YNAPP funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with the Project

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

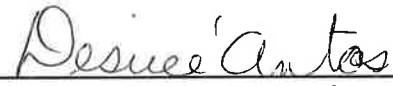
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS


Stephen K. Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

2-3-11
Date

**St. Joseph's – Student Council,
"Subrecipient"**


Desiree Antos, Project Leader

ATTEST:


Beverly K. Bridges, MMC,
City Clerk

3/17/11
Date

ATTEST:

APPROVED AS TO FORM:


Robert S. Sylvain
Deputy City Attorney

2-3-11
Date

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2010-2011** YNAPP-funded Program known as **St. Joseph's – Student Council** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

The students will visit the seniors at Harry Levy Center once a month to provide verbal communication and interaction by doing various activities, reading, playing games and performing plays.

Tasks to be Performed:

- Plan, organize and collect games;
- Purchase materials needed for project;
- Perform plays and activities with the seniors.

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers and volunteer hours
- Number of parents and students participating

- Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Desiree Antos, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

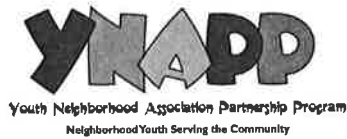
EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

[illegible]

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:		
Project Title:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Email Address/Phone:		
Number of Youth Involved with Project this Month		

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print): _____ Phone number: _____

Address: _____

Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and**

The Meadows High School – Varsity Cheerleaders

THIS AGREEMENT is made and entered into this 10th day of **February, 2011**, by and between the CITY OF LAS VEGAS (“City”), a municipal corporation of the State of Nevada, and **The Meadows High School – Varsity Cheerleaders** (“Subrecipient”), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **1860 Jasmine Joy Court, Las Vegas, Nevada 89117**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the “Youth Neighborhood Association Partnership Program” (“YNAPP”); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the “Project”); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

- ☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.
- ☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

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3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

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3.08 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 authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for payment of the Project Expenses incurred through the effective date of termination, and shall provide such documentation in support thereof as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
- (iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period;
- (iii) A description of the Project Expenses incurred during the reporting period; and
- (iv) A statement verifying that any goods or equipment purchased with the Project Funding is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of \$1,000,000 combined single limit and \$1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them,

shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
 City Hall, First Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **The Meadows High School – Varsity Cheerleaders**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

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Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
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- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with the Project

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

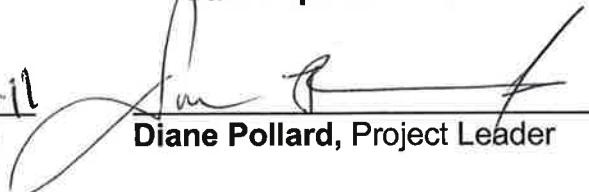
CITY OF LAS VEGAS

**The Meadows High School –
Varsity Cheerleaders,
“Subrecipient”**



Stephen K. Hartsin, Director
Department of Parks, Recreation
And Neighborhood Services

2-3-11
Date



Diane Pollard, Project Leader

ATTEST:

ATTEST:



Beverly K. Bridges, MMC,
City Clerk

3/17/11
Date

APPROVED AS TO FORM:



Robert S. Sylvain,
Deputy City Attorney

2-3-11
Date

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2010-2011** YNAPP-funded Program known as **The Meadows High School – Varsity Cheerleaders** 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 **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Youth will be planting trees and other "desert friendly" plants in a very needed neighborhood in West Las Vegas.

Tasks to be Performed:

- Organize and draft letter;
- Hold a Neighborhood meeting;
- Remove damaged trees, shrubs and weeds;
- Purchase trees and plants needed for project;
- Plant new trees and plants.

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers and volunteer hours

- Number of parents and students participating
- Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Diane Pollard, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

[illegible]

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TOTALS

1,000,00

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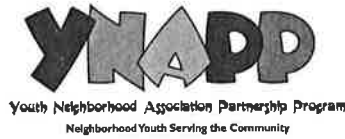
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AE

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:		
Project Title:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Email Address/Phone:		
Number of Youth Involved with Project this Month		

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print):

Phone number:

Address:

Zip code:

Project Title:

Age:

[illegible]

**Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and**

Umoja Boys Mentoring Program

THIS AGREEMENT is made and entered into this **9th** day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Umoja Boys Mentoring Program** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **5801 Royal Castle Lane, Las Vegas, Nevada 89130**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

- ☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.
- ☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement of the invoice for the Project Expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project 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 authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

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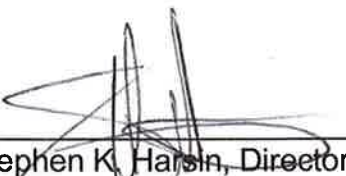
(Remainder of page intentionally left blank)

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IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

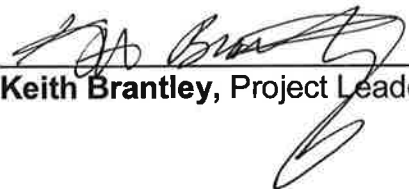
CITY OF LAS VEGAS

**Umoja Boys Mentoring Program,
"Subrecipient"**



Stephen K. Harsin, Director
Department of Parks, Recreation
And Neighborhood Services

2-3-11
Date



Keith Brantley, Project Leader

ATTEST:

ATTEST:



Beverly K. Bridges, MMC,
City Clerk

3/17/11
Date

APPROVED AS TO FORM:



Robert S. Sylvain,
Deputy City Attorney

2-3-11
Date

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2010-2011** YNAPP-funded Program known as **Umoja Boys Mentoring 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 **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Annual conference will provide an opportunity for young men 10-18 years of age to dialog with and be mentored by community leaders, educators, and advocates.

Tasks to be Performed:

- Identify and organize project
- Contact local sponsors and supporters;
- Purchase food needed for project;
- Set up for Event

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers and volunteer hours

- Number of parents and students participating
- Completion of event

“SUBRECIPIENT” hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The “SUBRECIPIENT” hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Keith Brantley, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

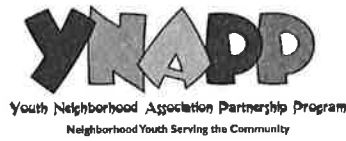
EXHIBIT B

Section 7.a: Money, Money, Money

Section 7.a: Money, Money, Money

QTY.	ITEM	Cost Per Item	YNAPP Funded	Donated Supplies/ Materials	Cash Donations	TOTAL COST
10	Canned Biscuits	\$3.19	\$31.90			\$31.90
20	Eggs	\$3.79	\$75.80			\$75.80
3 bags	Shredded Cheddar Cheese	\$11.49	\$34.47			\$34.47
18 packs	Pork Sausage Links	\$2.99	\$53.82			\$53.82
11 packs	Turkey Bacon Strips	\$6.79	~~\$75.56~~ <i>74.69</i>			\$75.56
8 Packs	Pork Bacon strips	\$16.99	~~\$136.00~~ <i>135.92</i>			\$136.00
17 boxes	Apple, Orange, Cranberry Juice	\$15.99	~~\$266.66~~ <i>271.83</i>			\$266.66
6 gal.	Milk	\$2.99	~~\$10.00~~ <i>17.94</i>			\$10.00
12 packs	Butter	\$7.99	~~\$97.87~~ <i>95.88</i>			\$97.87
4 bags	Paper Plates	\$8.99	~~\$28.77~~ <i>25.96</i>			\$28.77
12 packs	Plastic Utensils	\$3.99	\$47.88			\$47.88
29 packs	Croissants	\$3.99	\$115.71			\$115.71
1	Seasoned Salt	\$11.99	\$11.99			\$11.99
1	Black Pepper	\$11.99	\$11.99			\$11.99
WLV Library Theatre Auditorium				\$500		\$500
McDonalds Corp.				\$1000		\$1000
		TOTALS	\$1,000.42 <i>\$1,015.78</i>	\$1500	\$0.00	\$2,500.42

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:		
Project Title:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Email Address/Phone:		
Number of Youth Involved with Project this Month		

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print):

Phone number:

Address:

Zip code:

Project Title:

Age:

[illegible]

**Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and**

Youth E.T.E.R.N.A.L.

THIS AGREEMENT is made and entered into this 3rd day of **March, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Youth E.T.E.R.N.A.L.** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **P.O. Box 270195**, Las Vegas, Nevada **89127**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

- ☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.
- ☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$1000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement of the invoice for the Project Expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project 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 authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for payment of the Project Expenses incurred through the effective date of termination, and shall provide such documentation in support thereof as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
- (iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period;
- (iii) A description of the Project Expenses incurred during the reporting period; and
- (iv) A statement verifying that any goods or equipment purchased with the Project Funding is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of \$1,000,000 combined single limit and \$1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them,

shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
 City Hall, First Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **Youth E.T.E.R.N.A.L.**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the

Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. YNAPP funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
- (ii) Proceeds from the disposition of equipment purchased with YNAPP funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with the Project

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

9.13 **Provisions Required by Law Deemed Inserted.** Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS



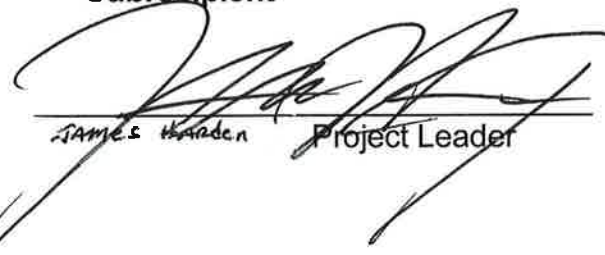
Stephen K. Harsin, Director
Department of Parks, Recreation
And Neighborhood Services
Date 2-3-11

ATTEST:



Beverly K. Bridges, MMC,
City Clerk
Date 3/17/11

**Youth E.T.E.R.N.A.L.,
"Subrecipient"**



JAMES HARDEN
Project Leader
ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain
Deputy City Attorney
Date 2-3-11

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2010-2011** YNAPP-funded Program known as **Youth E.T.E.R.N.A.L.** 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 **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Youth will grow produce and crops that will be disseminated to the community that reside in 89106 area.

Tasks to be Performed:

- Identify and organize project;
- Purchase supplies needed for project;
- Prepare soil and plant seeds;
- Distribute goods to the community.

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers and volunteer hours
- Number or parents and students participating

- Completion of event

“SUBRECIPIENT” hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The “SUBRECIPIENT” hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Courtney Watson, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

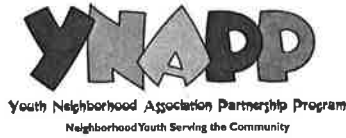
EXHIBIT B

Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

[illegible]

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:		
Project Title:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Email Address/Phone:		
Number of Youth Involved with Project this Month		

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE_____ SL_____ TRN_____ OTH_____

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print):

Phone number:

Address:

Zip code:

Project Title:

Age:

[illegible]

**Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and**

CIS Fellows Academy Students

THIS AGREEMENT is made and entered into this 9th day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **CIS Fellows Academy Students** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **3720 Howard Hughes Pkwy., Las Vegas, Nevada 89169**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

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NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

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The Subrecipient hereby represents to the City the following (check one box):

- ☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.
- ☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$ 1,000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

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3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

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3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for payment of the Project Expenses incurred through the effective date of termination, and shall provide such documentation in support thereof as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
- (iii) Fails to perform any of the other provisions of this Agreement, and

the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

SECTION 6. PROJECT REPORTS.

6.01 In General. For the term of this Agreement, the Subrecipient is required to collect information and provide such information in the reports required below concerning Project accomplishments.

6.02 Project Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a progress report with the following information:

- (i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;
- (ii) A written narrative and description of the activities occurring during the reporting period;
- (iii) A description of the Project Expenses incurred during the reporting period; and
- (iv) A statement verifying that any goods or equipment purchased with the Project Funding is being used in connection with the Project.

6.03 Goods/Services Donation Log. On a monthly basis, the Subrecipient shall submit a written log detailing each donation of goods and services to the Project, with copies of letters from professionals identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient.

6.04 Reporting Forms. The Project Progress Report and the Goods/Services Log shall be submitted on the forms attached hereto as Exhibits C and D and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of \$1,000,000 combined single limit and \$1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them,

shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
 City Hall, First Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **CIS Fellows Academy Students**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

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9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the

representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

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9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

- (i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
- (ii) Proceeds from the disposition of equipment purchased with YNAPP funds;
- (iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with YNAPP funds, less costs incidental to generation of the income;
- (iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
- (v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of \$1000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with the Project

Funding for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, the terms or conditions set forth in the YNAPP grant to the City or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

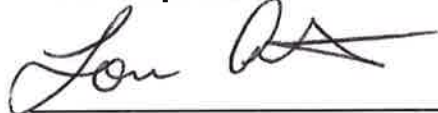
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS



Stephen K. Harsin, Director 2-3-11 Date
Department of Parks, Recreation
And Neighborhood Services

**CIS Fellows Academy Students,
"Subrecipient"**



Lou Antoine, Project Leader

ATTEST:



Beverly K. Bridges, MMC, 3/17/11 Date
City Clerk

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain, 2-3-11 Date
Deputy City Attorney

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2010-2011** YNAPP-funded Program known as **CIS Fellows Academy Students** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Students will provide a spring picnic for kids with cancer and their families.

Tasks to be Performed:

- Identify and purchase items needed for project;
- Design Banners and Cards;
- Set up various stations for the event.

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers and volunteer hours
- Number of parents and students participating
- Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Lou Antoine, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

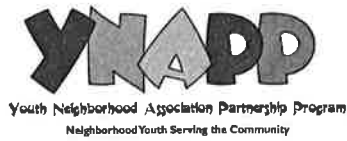
R. Overall Project Budget Worksheet

Page 2

* - ~~Bus~~ Fee \$100.00
 At Dock -

PAGE 2

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:		
Project Title:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Email Address/Phone:		
Number of Youth Involved with Project this Month		

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print):

Phone number:

Address:

Zip code:

Project Title:

Age:

[illegible]

**Youth Neighborhood Association Partnership Project Agreement
Between the City of Las Vegas and**

Arbor View High School - DECA

THIS AGREEMENT is made and entered into this 17 day of **February, 2011**, by and between the CITY OF LAS VEGAS ("City"), a municipal corporation of the State of Nevada, and **Arbor View High School - DECA** ("Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **7500 Whispering Sands Dr.**, Las Vegas, Nevada **89131**.

WITNESSETH

WHEREAS, the City operates the program commonly known and referred to as the "Youth Neighborhood Association Partnership Program" ("YNAPP"); and

WHEREAS, YNAPP has as its goals and objectives the following:

- To support emerging and established youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower youth organizations to effectively plan and implement programs that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods; and
- To encourage youth to feel pride, connection, and respect for neighborhood-based service-learning work; and

WHEREAS, the City is responsible for planning, administering, implementing and evaluating YNAPP, including the disbursement of YNAPP funds for projects which the City has determined to be in furtherance of the aforementioned goals and objectives of YNAPP and, if applicable, the additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under YNAPP to conduct and administer the project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT OBLIGATIONS AND DESCRIPTION

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and conduct the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

The Subrecipient hereby represents to the City the following (check one box):

- ☐ The Subrecipient is a registered neighborhood association and assumes all responsibility or liability of the Project.
- ☐ The Subrecipient is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the Subrecipient and its Project. The Subrecipient assumes responsibility for its liability.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient conducting and administering the Project, the City agrees to allocate **One Thousand Dollars (\$ 1,000.00)** (the "Project Funding") in YNAPP funds to be used to reimburse the Subrecipient the Project Expenses (defined in Section 3.01 below). The City shall bear no liability to fund the Project in the event that YNAPP funds are not received during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the expenditures paid by the Subrecipient, or by the City on behalf of the Subrecipient as provided in Section 3.02, which are related to the implementation of the Project, and which have been identified in the Project Budget, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

3.02 Reimbursement. Subject to the review set forth in Section 3.07, on a monthly basis, the City agrees to reimburse the Subrecipient in the amount of the invoice for the Project Expenses provided payment thereof does not cause the City to exceed the amount of the Project Funding. Reimbursement shall be only for expenses outlined in the Project Budget during the Project Term set forth in Section 4 of this Agreement.

In lieu of reimbursement as provided herein, the Subrecipient may request that the City make payment directly for the Project Expenses, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000 if the Subrecipient does not have sufficient funds to pay for such expenses.

3.03 Documentation of Expenses. All expenses submitted to the City for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Project Budget. Invoice expenditures eligible for payment by the City will be in accordance with the Project Budget and subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Project budget unless permission is obtained in writing from the City.

3.07 Method of Payment. The City will review each invoice submitted for reimbursement of the Project Expenses to determine if such expenditures are within the scope of the Project Budget and Project Description, the scope of services, pursuant to this Agreement. The City reserves the right to refuse reimbursement of the invoice for the Project Expenses, which are not YNAPP eligible or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.08 Unexpended Funds. In the event the City staff anticipates the total amount of the Project 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 authorized under the City's YNAPP Project.

3.09 Accounting Methods. Expenditures charged to the City fiscal year **February 2, 2011** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 16, 2011** (the "Agreement Term"),

unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **February 2, 2011** and continue to and including the expiration or termination date of this Agreement (the "Project Term").

An extension of the Agreement Term or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient Company specifying the effective date of the termination. On the effective date of the termination, the Company shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for payment of the Project Expenses incurred through the effective date of termination, and shall provide such documentation in support thereof as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

- (i) Fails to conduct and administer the Project in the manner required under this Agreement;
- (ii) Becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof; or
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the Subrecipient does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided to the Subrecipient pursuant to the Section 9.01 of this Agreement.

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If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of \$1,000,000 combined single limit and \$1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

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(Remainder of page intentionally left blank)

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IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS



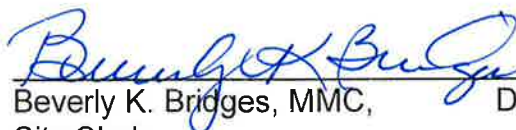
Stephen K. Harsin, Director Date 2-3-11
Department of Parks, Recreation
And Neighborhood Services

**Arbor View High School - DECA,
"Subrecipient"**



Theresa Malone, Project Leader
02/17/11

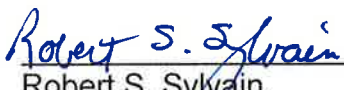
ATTEST:



Beverly K. Bridges, MMC, Date 3/17/11
City Clerk

ATTEST:

APPROVED AS TO FORM:



Robert S. Sylvain, Date 2-3-11
Deputy City Attorney

Council Action: February 2, 2011 Agenda Item #45

EXHIBIT A

SCOPE OF SERVICE

A. ACTIVITIES

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B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Stipulations: None

Purpose of Services:

Students will direct traffic during the Silverstone neighborhood garage sale.

Tasks to be Performed:

- Identify and purchase items needed for project;
- Design flyers for garage sale;
- Collect donated items and host the event.

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers and volunteer hours
- Number of parents and students participating
- Completion of event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Theresa Malone, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

EXHIBIT B

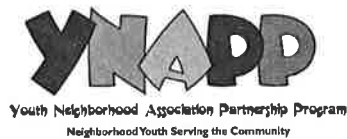
Section 7.a: Money, Money, Money

R. Overall Project Budget Worksheet

Direct the way 10/25/10

[illegible]

EXHIBIT C and D



City of Las Vegas YNAPP Monthly Progress Report

Section 1: Identifying Information

Project Team:		
Project Title:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Email Address/Phone:		
Number of Youth Involved with Project this Month		

Section 2: Report Narrative

Please describe any activities, highlights and/or challenges you had with your project for this month.

OFFICE USE ONLY: CE _____ SL _____ TRN _____ OTH _____

(Please Print Clearly)

Volunteer **First** and **Last** Name (please print):

Phone number:

Address:

Zip code:

Project Title:

Age:

[illegible]