Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Artesian Heights

THIS AGREEMENT is made and entered into this **20th** day of **July**, 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Artesian Heights** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **4021 Mountain View Blvd, Las Vegas NV, 89102.**

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $500 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

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

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

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

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

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

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

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

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

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

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

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

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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 Monthly Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a report (the Monthly Progress Report), with the following information:

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

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

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

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

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood
Services Department

Artesian Heights

J. Patrick Mulhall, Project Leader

J. Patrick Mulhall, President

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11
Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

2011-2012 PROGRAM DESCRIPTION

Artesian Heights

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

A. **Program Services**: Funding will pay for plants and shrubbery to be planted along Hinson to Oakey. Volunteers will remove trash, weeds and trim or replace shrubs/plants as needed.

B. **Program Purpose**: This project will help beautify the street and add to the community's pride. It will offer opportunities for neighbors to work side by side to enhance the community while expanding their relationships

C. **Program Tasks to be Performed**: Remove debris; Check and repair drip system; replace plants as needed; have a neighborhood party/meeting to celebrate project.

D. **Measurable Program Goals**: Enhance the landscaping alongside Hinson Avenue.

E. **Additional Program Conditions**: ______________________

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

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

EXHIBIT B

Cost Estimates Sheet

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

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	
Total Cost	$

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

Submit one quote per vendor proposed.

Artesian Heights

EXHIBIT C

DONATION SUMMARY SHEET

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

1. **CASH**

(a) City Grant Request (The amount your association is requesting) $ 500

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

_______________ $

_______________ $

_______________ $

(b) Total Cash from Partners $ 0

(c) Total Cash *(a+b)* $ 500

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

(d) Total Cost Estimates *(transfer from Cost Estimates sheet)* $ (500)

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

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

2. **DONATIONS PLEDGE VALUE (Donated professional services & products)**

(f) Donating Partners (list names & amount)

Pat Mulhall - payment nonprofit status - Secretary of State. $ 25.00

_______________ $

_______________ $

_______________ $

_______________ $

(f) Total Donations Pledge from Partners $25

(g) Volunteer Labor Pledge (6o hrs x $20.85**)**

(This number MUST match total hours on the Volunteer Hours Pledge Sheet) $1276

(h) Total Donations Pledged from Contributions *(f + g)* $ 1276

(__NOT__ cash donations)

(i) Grand Total Project Revenues *(c + h)* | $ 1276

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ 1276

Enter City Grant Request on this line from Section 1 (a) above. The Total match should be equal or more than the amount being requested.	$ 500

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

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

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME: ____________________

PROJECT TITLE ____________________

REPORTING PERIOD START ____________ END ____________

VENDOR:

NAME: ____________________

ADDRESS: ____________________

CITY ____________ STATE ________ ZIP CODE ________

CONTACT PERSON ____________________ PHONE ____________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

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

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

SIGNATURE ____________________

TITLE ____________________

NAME (Printed) ____________________ PHONE ____________ FAX ____________

FOR OFFICE USE ONLY:

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

REVIEWED BY PROGRAM ADMINISTRATOR: ____________ DATE: ________

Supervisor/DIV. MGR. APPROVAL: ____________ DATE: ________

Pcard ___ Vendor Check ____ PR # ________ PO# ________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

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

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

Donation Log

Project Name____________________ Reporting Period: ______________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature________________________________ Name (Printed)__________________________________

EXHIBIT G

Neighborhood Partners Fund
VOLUNTEER HOURS LOG

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

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

Total Hours

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

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

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

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

THIS AGREEMENT is made and entered into this **20th** day of **July** , 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **James Down Resident Council** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **5000 Alta Drive #440, Las Vegas NV, 89107.**

WITNESSETH

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

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

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

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

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

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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 Monthly Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a report (the Monthly Progress Report), with the following information:

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

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

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

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

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

FOR THE SUBRECIPIENT: James Down Towers

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood Services Department

James Down Towers

Georgette Broom

Georgette Broom, Project Leader

Georgette Broom

Georgette Broom, President

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11

Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012
PROGRAM DESCRIPTION

James Down Towers Resident Council

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

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

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

C. Program Tasks to be Performed: Contact the same vendor from which the previous chairs have been purchased. Order the new chairs; work with Councilwoman Tarkanian's office to purchase the remaining chairs and or tables.

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

E. Additional Program Conditions: ____

____

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

*****Georgette Broom, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

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

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	
Total Cost	$

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

Submit one quote per vendor proposed.

James Down Residents Council

EXHIBIT C

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

1. CASH

(a) City Grant Request (The amount your association is requesting) $ ~~5000.~~ 4800

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

Donation CW Tarkanian · $ 730.00

James Down $ 12.00

$

(b) Total Cash from Partners $ 742.00

(c) Total Cash *(a+b)* $ ~~5742.00.~~ 5542

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

(d) Total Cost Estimates *(transfer from Cost Estimates sheet)* $ (5535.96)

(e) Total cash - Cost Estimates *(c – d)* $ 6.04.

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

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

(f) Donating Partners (list names & amount)

James Down - Donations for Bingo $ 250.00.

5 months. - social activities. $

Cookies, Coffee, ice cream. $

$

$

$

(f) Total Donations Pledge from Partners $ 250.

(g) Volunteer Labor Pledge (# of hrs x $20.85) 215 X 20.85 4482.75

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

(h) Total Donations Pledged from Contributions *(f + g)* $ 4732.75

*(**NOT** cash donations)*

(i) Grand Total Project Revenues *(c + h)* $10,474.75 10,274.75

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ 5474.75
Enter City Grant Request on this line from Section 1 (a) above. The Total match should be equal or more than the amount being requested.	$ ~~5000~~ 4800

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

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

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME:______________________________

PROJECT TITLE ______________________________

REPORTING PERIOD START______________END____________

VENDOR:

NAME: ______________________________

ADDRESS:______________________________

CITY ______________________ STATE ________ ZIP CODE ____________

CONTACT PERSON______________________ PHONE________________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

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

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

SIGNATURE ______________________________

TITLE______________________________

NAME (Printed) ______________________ PHONE ______________ FAX ____________

FOR OFFICE USE ONLY:

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

REVIEWED BY PROGRAM ADMINISTRATOR: ____________________ DATE: ____________

Supervisor/DIV. MGR. APPROVAL: ____________________ DATE: ____________

Pcard ___ Vendor Check _____ PR # __________ PO# __________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

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

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

EXHIBIT F

Donation Log

Project Name______________________ Reporting Period: ________________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature________________________________ Name (Printed)__________________________________

EXHIBIT G

Neighborhood Partners Fund
VOLUNTEER HOURS LOG
(DO NOT COMBINE HOURS - please submit one date per volunteer)

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

Total Hours

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

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

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

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

THIS AGREEMENT is made and entered into this **20th** day of **July**, 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Quail Estates West** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **2851 S. Valley View Blvd, Unit 1127, Las Vegas NV, 89102.**

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $3,000 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

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

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

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

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

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

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

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

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

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

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

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

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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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(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

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

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

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

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood
Services Department

Quail Estates West

Frank H. Walthall III

Frank H. Walthall III, Project Leader

Beverly J. Laird

Beverly Laird, President

ATTEST:

Beverly K. Bridges

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11

Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012
PROGRAM DESCRIPTION

Quail Estates West

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

A. Program Services: Funding will help pay for paver rumble strips to remind residents to slow down while driving within the HOA property.

B. Program Purpose: This project will safeguard for pedestrians and cyclists who are now in danger of being hit by speeding drivers.

C. Program Tasks to be Performed: Contact vendor; obtain permits; order paver rumble strips; coordinate the seminars about traffic and pedestrian safety.

D. Measurable Program Goals: Increase overall roadway safety within the community by slowing down drivers; install traffic calming devices that do not slow emergency response vehicles.

E. Additional Program Conditions: NPF Program Administrator has received approval for this project from the city's Traffic Engineering Division and the Fire and Rescue Department.

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

***Frank H. Walthall III, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

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

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	

Total Cost $

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

Submit one quote per vendor proposed.

EXHIBIT C

Quail Estates West

DONATION SUMMARY SHEET

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

1. **CASH**

(a) City Grant Request (The amount your association is requesting) $ ~~5,000.00~~ 3,000

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

QEW Home Owners Association	$ 1,500.00
	$
	$
(b) Total Cash from Partners	$ 1,500.00
(c) Total Cash *(a+b)*	$ 6,500.00

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

(d) Total Cost Estimates (*transfer from Cost Estimates sheet*) $ (6,440.00)

(e) Total cash - Cost Estimates *(c – d)* **$ 60.00**

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

2. **DONATIONS PLEDGE VALUE (Donated professional services & products)**

(f) Donating Partners (list names & amount)

The Paver Guy, Inc.	$ 624.00
Paverstone/Paver Patch, Inc.	$ 624.00
	$
	$
(f) Total Donations Pledge from Partners	$ 1,248.00

(g) Volunteer Labor Pledge (209 hrs x $20.85)
(This number MUST match total hours on the Volunteer Hours Pledge Sheet) 4,357.65

(h) Total Donations Pledged from Contributions *(f + g)* $ 5,605.00
(NOT cash donations)

(i) Grand Total Project Revenues *(c + h)* $ 12, 105.65

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ 7,105.65
Enter City Grant Request on this line from Section 1 (a) above. The Total match should be equal or more than the amount being requested.	$ ~~5,000.00~~ 3,000

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

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

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME: ____

PROJECT TITLE ____

REPORTING PERIOD START ______________ END ____________

VENDOR:

NAME: ____

ADDRESS: ____

CITY ______________________ STATE ________ ZIP CODE ___________

CONTACT PERSON ______________________________ PHONE ______________________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

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

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

SIGNATURE ____

TITLE ______________________________

NAME (Printed) ______________________________ PHONE ______________ FAX ___________

FOR OFFICE USE ONLY:

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

REVIEWED BY PROGRAM ADMINISTRATOR: ______________________ DATE: ________

Supervisor/DIV. MGR. APPROVAL: ______________________ DATE: ________

Pcard ___ Vendor Check _____ PR # __________ PO# __________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

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

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

EXHIBIT F

Donation Log

Project Name______________________ Reporting Period: ________________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature________________________________ Name (Printed)__________________________________

EXHIBIT G

Neighborhood Partners Fund
VOLUNTEER HOURS LOG
(DO NOT COMBINE HOURS - please submit one date per volunteer)

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

Total Hours

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

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

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

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

THIS AGREEMENT is made and entered into this **20th** day of **July**, 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **The Lakes Association** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **9030 W. Sahara #465, Las Vegas NV, 89117.**

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $3,500 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

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

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

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

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

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

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

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

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

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

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

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

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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 Monthly Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a report (the Monthly Progress Report), with the following information:

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

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

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

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

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood
Services Department

The Lakes Association

Donna Toussaint, Project Leader

Greg Toussaint, President

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11

Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012
PROGRAM DESCRIPTION

The Lakes Association

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

A. Program Services: Funding will help pay for the annual Lakes Festival, which is held during the first week in December and attracts families from various communities.

B. Program Purpose: This event helps bring the community together to kick off the holidays.

C. Program Tasks to be Performed: Organize volunteers; select food concessions; get cash sponsors; file traffic plan; order stage and bleachers; get permits.

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

E. Additional Program Conditions: ______________________________
____

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

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

EXHIBIT B

Cost Estimates Sheet

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

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	
Total Cost	$

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

Submit one quote per vendor proposed.

EXHIBIT C

LAKES ASSOCIATION

DONATION SUMMARY SHEET

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

1. **CASH**

(a) City Grant Request (The amount your association is requesting) $ ~~5,000~~ 3 500

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

Car show	$	400
Craft show	$	600
Outback dinners	$	1,200
Food concessions	$	750
Exhibit space	$	500
Sponsorships	$	3,000
(b) Total Cash from Partners	$	6,450
(c) Total Cash *(a+b)*	$	11,450 ✓

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

(d) Total Cost Estimates (*transfer from Cost Estimates sheet*) $ (11,450) ✓

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

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

2. **DONATIONS PLEDGE VALUE (Donated professional services & products)**

(f) Donating Partners (list names & amount)

Jaramillo Landscape & Maintenance Co.	$	2,250 ✓
	$	
(f) Total Donations Pledge from Partners	$	2,250

(g) Volunteer Labor Pledge (1,228 hrs x $20.85)
(This number MUST match total hours on the Volunteer Hours Pledge Sheet)$ 25,603.80

(h) Total Donations Pledged from Contributions *(f + g)* $ 27,853.80
(__NOT__ cash donations)

(i) Grand Total Project Revenues *(c + h)*	$37,703.80
(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ 34,303.80
Enter City Grant Request on this line from Section 1 (a) above. The Total match should be equal or more than the amount being requested.	$ ~~5,000~~ 3500

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

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

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME:______________________________

PROJECT TITLE ______________________________

REPORTING PERIOD START______________END____________

VENDOR:

NAME: ______________________________

ADDRESS:______________________________

CITY ____________________ STATE ________ ZIP CODE __________

CONTACT PERSON____________________ PHONE______________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

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

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

SIGNATURE ______________________________

TITLE______________________________

NAME (Printed) ____________________ PHONE ______________ FAX __________

FOR OFFICE USE ONLY:

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

REVIEWED BY PROGRAM ADMINISTRATOR: ____________________ DATE: __________

Supervisor/DIV. MGR. APPROVAL: ____________________ DATE: __________

Pcard ___ Vendor Check _____ PR # __________ PO# __________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

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

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

EXHIBIT F

Donation Log

Project Name____________________ Reporting Period: ____________________

CASH

Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR

Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES

Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT

Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature__________________________ Name (Printed)__________________________

EXHIBIT G

Neighborhood Partners Fund

VOLUNTEER HOURS LOG

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

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

Total Hours

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

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

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

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

THIS AGREEMENT is made and entered into this **20th** day of **July**, 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Gateway District Association** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **9113 Lazy Hill Circle, Las Vegas NV, 89117.**

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $3,400 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

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

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

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

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

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

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

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

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

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

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

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

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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 Monthly Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a report (the Monthly Progress Report), with the following information:

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

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

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

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

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood
Services Department

Gateway District Association

Camille Duskin

Camille Duskin, Project Leader

Gerald J. Duskin

Gerald Duskin, President

ATTEST:

Beverly K. Bridges

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11

Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012
PROGRAM DESCRIPTION

Gateway District Association

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

A. **Program Services**: Funding will pay for artists being selected to design and paint murals on two buildings from this neighborhood.

B. **Program Purpose**: This project will create art that will bring positive recognition to this area, typically marred by graffiti, crime and decayed buildings.

C. **Program Tasks to be Performed**: Contact each building owner to discuss mural project; arrange a meeting between owner and artist to develop concept; obtain paint and supply donations. Hire the artist to paint mural. Repeat for each mural project.

D. **Measurable Program Goals**: Increase the beauty and appeal of the neighborhood by adding two more murals to existing public arts collection.

E. **Additional Program Conditions**: ______________________________
____

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

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

EXHIBIT B

Cost Estimates Sheet

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

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	
Total Cost	$

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

Submit one quote per vendor proposed.

Gateway District Association

EXHIBIT C

DONATION SUMMARY SHEET

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

I. CASH

(a) City Grant Request (The amount your association is requesting) ~~$5,000.00~~ 3,400

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

_______________ $

_______________ $

_______________ $

(b) Total Cash from Partners $

(c) Total Cash *(a+b)* $

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

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

(e) Total cash - Cost Estimates *(c – d)* $

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

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

(f) Donating Partners (list names & amount)

Sherwin Williams paint donated $1,350.00

Gerald Duskin – supplies $Duskin/Sherwin Williams combined

_______________ $

3 buildings –owners provide canvas (front of building) $2,800.00

_______________ $

(f) Total Donations Pledge from Partners $ 4150.00

(g) Volunteer Labor Pledge (number if hours x $19) 232 hrs x ~~$19~~ $20.85 4837.00

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

(h) Total Donations Pledged from Contributions *(f + g)* *(__NOT__ cash donations)* 8987.00

(i) Grand Total Project Revenues *(c + h)* $ 12,387.20

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$8987.00

Request: 3,400

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

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

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME:____

PROJECT TITLE ____

REPORTING PERIOD START________________END______________

VENDOR:

NAME: ____

ADDRESS:____

CITY ______________________________ STATE ________ ZIP CODE ____________

CONTACT PERSON____________________________________ PHONE__________________________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

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

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

SIGNATURE ____

TITLE____

NAME (Printed) ______________________________________ PHONE __________________ FAX _____________

FOR OFFICE USE ONLY:

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

REVIEWED BY PROGRAM ADMINISTRATOR: ______________________ DATE: __________

Supervisor/DIV. MGR. APPROVAL: ______________________________ DATE: __________

Pcard ___ Vendor Check _____ PR # ___________ PO# ___________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

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

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

EXHIBIT F

Donation Log

Project Name____________________ Reporting Period: ____________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature______________________________ Name (Printed)______________________________

EXHIBIT G

Neighborhood Partners Fund

VOLUNTEER HOURS LOG

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

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

Total Hours

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

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

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

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

THIS AGREEMENT is made and entered into this **20th** day of **July** , 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **HABLE Neighborhood Association** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **3801 E. Washington , Las Vegas NV, 89110.**

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $4,000 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

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

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

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

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

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

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

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

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

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

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

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

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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 Monthly Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a report (the Monthly Progress Report), with the following information:

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

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

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

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

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

FOR THE SUBRECIPIENT: HABLE Neighborhood Association

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood Services Department

HABLE Neighborhood Association

Priscilla Rocha

Priscilla Rocha, Project Leader

Priscilla Rocha

Priscilla Rocha, President

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11

Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXIBIT A

2011-2012 PROGRAM DESCRIPTION

HABLE Neighborhood Association

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

A. **Program Services**: Funding will pay lighting equipment needed for the Desert Pines High School Theater where youth from this low-income community participate in cultural and musical events.

B. **Program Purpose**: This project pay for equipment needed to implement cultural activities held in the theater that will keep youth from this area away from gang participation.

C. **Program Tasks to be Performed**: Contact a variety of vendors to identify the lighting equipment that may be bought for this small theater. Order, purchase and have equipment delivered to HABLE, Develop MOU between HABLE and Desert Pines High School regarding ownership of lighting equipment. Train youth and adult advisors on the use of this equipment. Use equipment for special events.

D. **Measurable Program Goals**: Increase youth participation in cultural activities.

E. **Additional Program Conditions**: ____________________

____

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

Priscilla Rocha, Project Leader, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

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

Vendor Quotes	Amount
1.	
2.	
3.	
4.	

Total Cost $

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

Submit one quote per vendor proposed.

EXHIBIT C

HABLE N.A.

DONATION SUMMARY SHEET

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

1. **CASH**

(a) City Grant Request (The amount your association is requesting) $ 5,~~000~~.00 4,000

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

Adult English Language Acquisition Services $200.00

$

(b) Total Cash from Partners $ 200.00

(c) Total Cash *(a+b)* $~~5~~4,200.00

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

(d) Total Cost Estimates (*transfer from Cost Estimates sheet*) $ (~~5~~4,200.00)

(e) Total cash - Cost Estimates *(c – d)* ***$ 5,~~200~~.00***

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

2. **DONATIONS PLEDGE VALUE (Donated professional services & products)**

(f) Donating Partners (list names & amount)

Electrical wiring Jose Luis Torres	$400.00 ✓
Painting and Clean up Fernando Larios	$ 1500.00 ✓
Painting props	$ 1000.00 ✓
Installing lighting System Ulises	$ 500.00 ✓
	$
	$

(f) Total Donations Pledge from Partners $ 3,400.00

(g) Volunteer Labor Pledge (# of hrs x $20.85)

(This number MUST match total hours on the Volunteer Hours Pledge Sheet) 3,336

(h) Total Donations Pledged from Contributions *(f + g)* $ 6,736.00

*(**NOT** cash donations)*

(i) Grand Total Project Revenues *(c + h)* $ 10,936

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ 10936
City Grant Request.	4,000

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

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

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME:______________________________

PROJECT TITLE ______________________________

REPORTING PERIOD START________________END______________

VENDOR:

NAME: ______________________________

ADDRESS:______________________________

CITY ____________________ STATE ________ ZIP CODE ____________

CONTACT PERSON____________________ PHONE____________________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

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

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

SIGNATURE ______________________________

TITLE______________________________

NAME (Printed) ____________________ PHONE ______________ FAX ____________

FOR OFFICE USE ONLY:

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

REVIEWED BY PROGRAM ADMINISTRATOR: ____________________ DATE: __________

Supervisor/DIV. MGR. APPROVAL: ____________________ DATE: __________

Pcard ___ Vendor Check _____ PR # __________ PO# __________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

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

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

EXHIBIT F

Donation Log

Project Name______________________ Reporting Period: ______________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start_______End________

I certify that the above amounts are true and correct.

Signature_______________________________ Name (Printed)_________________________________

EXHIBIT G

Neighborhood Partners Fund
VOLUNTEER HOURS LOG
(DO NOT COMBINE HOURS - please submit one date per volunteer)

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

Total Hours

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

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

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

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

THIS AGREEMENT is made and entered into this **20th** day of **July**, 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Southridge Neighborhood Association** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **820 Bonita, Las Vegas NV, 89104.**

WITNESSETH

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

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

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
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3.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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 Monthly Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a report (the Monthly Progress Report), with the following information:

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

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

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

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

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

FOR THE SUBRECIPIENT: **Southridge Neighborhood Association**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood
Services Department

Southridge Neighborhood Association

Penny Dale

Penny Dale, Project Leader

Michael Hanratty

Michael Hanratty, President

ATTEST:

Beverly K. Bridges

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11

Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012 PROGRAM DESCRIPTION

Southridge Neighborhood Association

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

A. Program Services: Funding will help buy paint, trash bags and refills for week wackers to be used in cleaning up and beautifying this mature neighborhood.

B. Program Purpose: This project will engage volunteers from this mature neighborhood to pick up trash and paint curbs and hydrants in the neighborhood. This beautification project will give residents an opportunity to become involved in enhancing their community and develop more pride in their neighborhood.

C. Program Tasks to be Performed: Contact vendor to order paint and supplies; recruit volunteers; schedule event day to perform enhancement activities. Work with volunteers to paint curbs and hydrants. Obtain donations (if possible) from companies and other sponsors will to support these efforts.

D. Measurable Program Goals: Number of curbs and hydrants painted. Number of new residents who become involved in the cleaning projects.

E. Additional Program Conditions:____

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

***Penny Dale, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

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

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	
Total Cost	$

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

Submit one quote per vendor proposed.

EXHIBIT C

Southridge N.A.

DONATION SUMMARY SHEET

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

1. **CASH**

(a) City Grant Request (The amount your association is requesting) $ ~~585~~ 600

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

	$
	$ 0
	$ 0
(b) Total Cash from Partners	$
(c) Total Cash *(a+b)*	$ 600

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

(d) Total Cost Estimates *(transfer from Cost Estimates sheet)* $ (585)

(e) Total cash - Cost Estimates *(c – d)* $ 15.00

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

2. **DONATIONS PLEDGE VALUE (Donated professional services & products)**

(f) Donating Partners (list names & amount)

Potluck party @ park or Mesquite Club	$ 25.00 ✓
Secretary of State fee (Pam Kowalski)	$ 25.00 ✓
	$
	$
	$
	$
(f) Total Donations Pledge from Partners	$ ~~0~~ 50.00

(g) Volunteer Labor Pledge (100 # of hrs x $20.85**)** $ 2085
(This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions *(f + g)* $ 2135.00
*(**NOT** cash donations)*

(i) Grand Total Project Revenues *(c + h)* $ 2735

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ ~~1043~~ 2135
Enter City Grant Request on this line from Section 1 (a) above. The Total match should be equal or more than the amount being requested.	$ ~~585~~ 600

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

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

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME:______________________________

PROJECT TITLE ______________________________

REPORTING PERIOD START________________END______________

VENDOR:

NAME: ______________________________

ADDRESS:______________________________

CITY ______________________ STATE _________ ZIP CODE ____________

CONTACT PERSON______________________ PHONE__________________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

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

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

SIGNATURE ______________________________

TITLE______________________________

NAME (Printed) ______________________ PHONE ______________ FAX ____________

FOR OFFICE USE ONLY:

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

REVIEWED BY PROGRAM ADMINISTRATOR: ____________________ DATE: __________

Supervisor/DIV. MGR. APPROVAL: ____________________ DATE: __________

Pcard ___ Vendor Check _____ PR # ___________ PO# ___________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

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

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

EXHIBIT F

Donation Log

Project Name____________________ Reporting Period: ____________________

CASH

Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR

Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES

Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT

Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature________________________________ Name (Printed)________________________________

EXHIBIT G

Neighborhood Partners Fund
VOLUNTEER HOURS LOG
(DO NOT COMBINE HOURS - please submit one date per volunteer)

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

Total Hours ______

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

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

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

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Stupak Neighborhood Success Team

THIS AGREEMENT is made and entered into this **20th** day of **July**, 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Stupak Neighborhood Success Team** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **251 W. Boston Avenue, Las Vegas NV, 89102.**

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $4,000 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

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

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

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

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

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

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

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

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

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

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

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

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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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(ii) A written narrative and description of the activities occurring during the reporting period; and

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

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

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

FOR THE SUBRECIPIENT: **Stupak Neighborhood Success 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 for financial support and receipt of the reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood
Services Department

Stupak Neighborhood Success Team

Deb Massey, Project Leader

Nevada Stupak, President

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11

Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012
PROGRAM DESCRIPTION

Stupak Neighborhood Success Team

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

A. Program Services: Funding will help buy backpacks for 1200 children and youth from the neighborhood behind the Stratosphere Hotel.

B. Program Purpose: This funding helps buy backpacks and recruit donations in the form of school supplies from numerous sponsors, who want to equip children and youth from this low-income, mature area with the tools (backpacks and school supplies) needed to perform during the school year.

C. Program Tasks to be Performed: Contact vendors to obtain backpacks at a low cost; contact sponsors for school supplies and other donations; coordinate back-to-school event for families; recruit volunteers to work the event. Coordinate event to stuff backpacks with supplies. Hold event and give away the backpacks.

D. Measurable Program Goals: Number of backpacks given away during event; number of sponsors recruited for donations; number of volunteers who worked this project.

E. Additional Program Conditions:____

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

*****Deb Massey, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

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

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	

Total Cost $

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

Submit one quote per vendor proposed.

Stupak Neighborhood Success Team

EXHIBIT C

DONATION SUMMARY SHEET

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

1. **CASH**

(a) City Grant Request (The amount your association is requesting) ~~$5000.00~~ 4,000

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

From Dreams to Reality – (FDR) Tirza Irias	$250.00
Local Business Community	$ ~~$500.00~~
	$
(b) Total Cash from Partners	$750.00
(c) Total Cash *(a+b)*	$5750.00

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

(d) Total Cost Estimates (*transfer from Cost Estimates sheet*) $ (4000.00)

(e) Total cash - Cost Estimates *(c – d)* *$ ~~750.00~~*

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

2. **DONATIONS PLEDGE VALUE (Donated professional services & products)**

(f) Donating Partners (list names & amount)

Stratosphere – School Supplies/Snacks	$ 2000.00
Clearwire – School Supplies	$ 2000.00
Anonymous Donations (Various Sources)	$ 1000.00
(f) Total Donations Pledge from Partners	$5,000.00

(g) Volunteer Labor Pledge (# of hrs x $20.85)
(This number MUST match total hours on the Volunteer Hours Pledge Sheet) *$6,255.00*

(h) Total Donations Pledged from Contributions *(f + g)* $11,255.00
*(**NOT** cash donations)*

(i) Grand Total Project Revenues *(c + h)* $ 16,005.00

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ 12005.00
Enter City Grant Request on this line from Section 1 (a) above. The Total match should be equal or more than the amount being requested.	$ 4,000.00

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

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

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME: ____________________

PROJECT TITLE ____________________

REPORTING PERIOD START______________END______________

VENDOR:

NAME: ____________________

ADDRESS: ____________________

CITY ____________________ STATE ________ ZIP CODE ____________

CONTACT PERSON____________________ PHONE____________________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

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

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

SIGNATURE ____________________

TITLE____________________

NAME (Printed) ____________________ PHONE ______________ FAX ____________

FOR OFFICE USE ONLY:

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

REVIEWED BY PROGRAM ADMINISTRATOR: ____________________ DATE: __________

Supervisor/DIV. MGR. APPROVAL: ____________________ DATE: __________

Pcard ___ Vendor Check _____ PR # __________ PO# __________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

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

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

EXHIBIT F

Donation Log

Project Name______________________ Reporting Period: ________________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature_________________________________ Name (Printed)___________________________________

EXHIBIT G

Neighborhood Partners Fund

VOLUNTEER HOURS LOG

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

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

Total Hours ______

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

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

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

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Buena Vista HOA

THIS AGREEMENT is made and entered into this **20th** day of **July**, 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Buena Vista HOA** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **7605 Amato Avenue, Las Vegas NV, 89128.**

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $2,000 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

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

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

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

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

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

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

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

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

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

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

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

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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 Monthly Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a report (the Monthly Progress Report), with the following information:

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

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

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

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

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood Services Department

Buena Vista HOA

Kevin Schleicher

Kevin Schleicher, Project Leader

Tony B. Guerrero

~~Kevin Schleicher~~, President
Tony Guerrero T.B.G.

ATTEST:

Beverly K. Bridges

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11

Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012
PROGRAM DESCRIPTION

Buena Vista HOA

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

A. **Program Services**: Funding will pay for a neighborhood enhancement project that will paint and repair a subdivision wall and add parking lot striping.

B. **Program Purpose**: This project continues a second beautification phase to instill a strong sense of community pride and generate resident engagement.

C. **Program Tasks to be Performed**: Hire a paint contractor to repair and paint the subdivision wall bordering Pueblo Park and the Hermosa and Monterey Summerlin subdivisions; Hire company to stripe the parking lot around the clubhouse, including adding handicap stencils.

D. **Measurable Program Goals**: Repair and Paint subdivision wall; complete the striping of the parking lot around the clubhouse.

E. **Additional Program Conditions**: ______

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

Kevin Schleicher, Project Leader, or a designee chosen at the discretion of the Subrecipient.

EXHIBIT B

Cost Estimates Sheet

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

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	
Total Cost	$

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

Submit one quote per vendor proposed.

Buena Vista HOA

I. **CASH**

(a) City Grant Request (The amount your association is requesting) $ 2,000

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

Buena Vista HOA	$ 3473.
Ideal Community Management	$ 50.
	$
(b) Total Cash from Partners	$ 3523.
(c) Total Cash *(a+b)*	$ 5523.

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

(d) Total Cost Estimates (*transfer from Cost Estimates sheet*) $ (5523.)

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

(e) ***Total Cash*** *minus Cost Estimates (c – d) should equal $0 or have a remainder less than $100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased.*

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

(f) Donating Partners (list names & amount)

Opportunity Village/Buena Vista Shred and Popsicle Day Event	$
On-site Opportunity Village Shredding Truck	$ 350.
Popsicles for Shred and Popsicle Event Day	$ 50.
	$
	$
(f) Total Donations Pledge from Partners	$ 400.

(g) Volunteer Labor Pledge (# 49 hours x $20.85) $ 1022.
(This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions *(f + g)* $ 1422.
(__NOT__ cash donations)

(i) Grand Total Project Revenues *(c + h)* $ 6945.

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ 4945.
City Grant Request listed on this line and on Section I (a) above.	$ 2,000.

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

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

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME: ______________________________

PROJECT TITLE ______________________________

REPORTING PERIOD START ____________ END ____________

VENDOR:

NAME: ______________________________

ADDRESS: ______________________________

CITY ______________ STATE ________ ZIP CODE __________

CONTACT PERSON ______________________ PHONE ______________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

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

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

SIGNATURE ______________________________

TITLE ______________________________

NAME (Printed) ______________________ PHONE ______________ FAX __________

FOR OFFICE USE ONLY:

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

REVIEWED BY PROGRAM ADMINISTRATOR: ______________ DATE: ________

Supervisor/DIV. MGR. APPROVAL: ______________ DATE: ________

Pcard ___ Vendor Check _____ PR # __________ PO# __________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

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

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

EXHIBIT F

Donation Log

Project Name________________________ Reporting Period: ________________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature________________________________ Name (Printed)________________________________

EXHIBIT G

Neighborhood Partners Fund
VOLUNTEER HOURS LOG
(DO NOT COMBINE HOURS - please submit one date per volunteer)

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

Total Hours ______

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

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

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

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Archie Grant Resident Council

THIS AGREEMENT is made and entered into this **20th** day of **July** , 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Archie Grant Resident Council** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **1700 Searles Avenue, Las Vegas NV, 89101.**

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $4,500 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

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

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

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

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

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

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

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

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

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

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

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

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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 Monthly Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a report (the Monthly Progress Report), with the following information:

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

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

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

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

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

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

FOR THE CITY:	City of Las Vegas City Hall, First Floor 400 Stewart Avenue Las Vegas, Nevada 89101-2986
FOR THE SUBRECIPIENT:	Archie Grant Resident Council

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood
Services Department

Archie Grant Resident Council

Dolly M Aguglia
Dolly Aguglia, Project Leader

Dolly M Aguglia
Dolly Aguglia, President

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11
Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012
PROGRAM DESCRIPTION

Archie Grant Resident Council

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

A. **Program Services:** Funding will purchase of 32 security doors for the front entrance of the housing in this senior community.

B. **Program Purpose:** These security doors will protect seniors from a very unsafe neighborhood, especially in during dusk and evening.

C. **Program Tasks to be Performed:** Order the 32 doors from Lowe's; Arrange for Southern Nevada Regional Housing Authority maintenance staff to order the locks to be installed on each door; arrange for same staff to install all 32 doors; Arrange for Metro's crime prevention staff to provide special safety classes to seniors during their resident council meeting.

D. **Measurable Program Goals:** Decrease the number of violence-related incidents as a result of the security doors and the safety classes.

E. **Additional Program Conditions:** ______________________________

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

Dolly Guglia, Project Leader, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

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

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	
Total Cost	$

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

Submit one quote per vendor proposed.

Archie Grant Resident Council

EXHIBIT C

DONATION SUMMARY SHEET

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

1. **CASH**

(a) City Grant Request (The amount your association is requesting) $4500

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

SNRHA $ 10

$

(b) Total Cash from Partners $

(c) Total Cash *(a+b)* $4510

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

(d) Total Cost Estimates *(transfer from Cost Estimates sheet)* $ 4510

)

~~0~~

(e) Total cash - Cost Estimates *(c – d)* $ ~~0~~

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

2. **DONATIONS PLEDGE VALUE (Donated professional services & products)**

(f) Donating Partners (list names & amount)

Southern Nevada Regional Housing Authority- $ 15,100

32 – Security Door installations $

32 – Locks purchased and installed $

$

$

$

(f) Total Donations Pledge from Partners $ 15,100

(g) Volunteer Labor Pledge (uf hrs x $20.85) $ 1876,50

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

(h) Total Donations Pledged from Contributions *(f + g)* 16,976.50

*(**NOT** cash donations)*

(i) Grand Total Project Revenues *(c + h)* $21 486.50

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ 16,986,50
Enter City Grant Request on this line from Section 1 (a) above. The Total match should be equal or more than the amount being requested.	$ 4500

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

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

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME:______________________________

PROJECT TITLE ______________________________

REPORTING PERIOD START________________END______________

VENDOR:

NAME: ______________________________

ADDRESS:______________________________

CITY ______________________ STATE ________ ZIP CODE ____________

CONTACT PERSON______________________ PHONE____________________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

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

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

SIGNATURE ______________________________

TITLE______________________________

NAME (Printed) ______________________ PHONE ______________ FAX ____________

FOR OFFICE USE ONLY:

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

REVIEWED BY PROGRAM ADMINISTRATOR: ____________________ DATE: __________

Supervisor/DIV. MGR. APPROVAL: ____________________ DATE: __________

Pcard ___ Vendor Check _____ PR # ___________ PO# ___________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

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

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

EXHIBIT F

Donation Log

Project Name______________________ Reporting Period: ______________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature____________________________ Name (Printed)____________________________

EXHIBIT G

Neighborhood Partners Fund
VOLUNTEER HOURS LOG
(DO NOT COMBINE HOURS - please submit one date per volunteer)

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

Total Hours ______

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

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

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

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Cultural Corridor Coalition

THIS AGREEMENT is made and entered into this **20th** day of **July**, 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Cultural Corridor Coalition** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **Natural History Museum, 900 Las Vegas Boulevard North, Las Vegas NV, 89101.**

WITNESSETH

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

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

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

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

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

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

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

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

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

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $3,000 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

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

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

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

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

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

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

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

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

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

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

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

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

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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

SECTION 5. TERMINATION OF AGREEMENT.

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

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

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

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

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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 Monthly Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a report (the Monthly Progress Report), with the following information:

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

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

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

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

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

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

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

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

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

SECTION 7. INSURANCE.

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

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

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

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

SECTION 9. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of page intentionally left blank)

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

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

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood
Services Department

Cultural Corridor Coalition

Marilyn Gillespie

Marilyn Gillespie, Project Leader

Marilyn Gillespie

Marilyn Gillespie, President

ATTEST:

Beverly K. Bridges

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11

Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012
PROGRAM DESCRIPTION

Cultural Corridor Coalition

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extend feasible, in order to ensure the success of the Program.

A. **Program Services**: Funding will help subsidize visitors' admission to the Cultural Corridor's institutions for "A December to Remember." The institutions will use the funding to provide a free day or reduced admission, so more families can experience the multicultural holiday and religious traditions followed by communities.

B. **Program Purpose**: This project will increase the number of low-income families that visit the various organizations at the corridor, celebrating the December to Remember.

C. **Program Tasks to be Performed**: Coordinate the event with other institutions in the corridor; define how the funding will be used to subsidize cost of admission; promote event to community through PSAs and partnerships with local organizations.

D. **Measurable Program Goals**: Increase attendance of December to Remember event by low-income families.

E. **Additional Program Conditions**: ____________________

F. The Subrecipient hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:

Marilyn Gillespie, Project Leader, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	
Total Cost	$

Transfer this amount to the Donations Summary Sheet Section I (d)

Submit one quote per vendor proposed.

Cultural Corridor Coalition

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

1. CASH

(a) City Grant Request (The amount your association is requesting) $3,000

(b) Cash from Partners (list names & amount of donation)

Las Vegas Library	$2,000
Las Vegas Natural History Museum	$ 300
Lied Discovery Children's Museum	$ 250

(b) Total Cash from Partners $2,550

(c) Total Cash *(a+b)* $5,550

Total Cash *(a + b) should equal the* ***Total Cost*** *of products and/or services identified on the* ***Cost Estimates Sheet****.*

(d) Total Cost Estimates (*transfer from Cost Estimates sheet*) $ (5,550)

(e) Total cash - Cost Estimates *(c – d)* ***$ 0***

(e) ***Total Cash*** *minus Cost Estimates (c – d) should equal $0 or have a remainder less than $100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in $100 increments. Maximum grant request is $5,000.*

2. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

Theron Nissen, Las Vegas Library	$ 300
Marilyn Gillespie, Las Vegas Natural History Museum	$1,082
Brock Radke, Lied Discovery Children's Museum	$2,250
Kathy Callahan, Eurie Creative	$2,500
Scott Eggy, Old Las Vegas Mormon Fort State Park	$3,000
Glenn Orsburn, Las Vegas Natural History Museum	$ 250
Pam Thomas, Las Vegas Natural History Museum	$ 468
James Mullikin, Bunkers Mortuaries, Cemeteries & Crematory	$ 200

(f) Total Donations Pledge from Partners $10,050

(g) Volunteer Labor Pledge (201.50 # of hrs x $20.85**)** $ 4,201.27

(This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions *(f + g)* $14,251.27
(__NOT__ cash donations)

(i) Grand Total Project Revenues *(c + h)* $ 19,801.27

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ 16,801.27
Enter City Grant Request on this line from Section 1 (a) above. The Total match should be equal or more than the amount being requested.	$ 3,000

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME: ______________________________

PROJECT TITLE ______________________________

REPORTING PERIOD START______________END____________

VENDOR:

NAME: ______________________________

ADDRESS: ______________________________

CITY ____________________ STATE ________ ZIP CODE ____________

CONTACT PERSON____________________ PHONE____________________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE ______________________________

TITLE______________________________

NAME (Printed) ____________________ PHONE ______________ FAX ____________

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: ____________________ DATE: __________

Supervisor/DIV. MGR. APPROVAL: ____________________ DATE: __________

Pcard ___ Vendor Check _____ PR # __________ PO# __________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

EXHIBIT F

Donation Log

Project Name________________________ Reporting Period: __________________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature________________________________ Name (Printed)________________________________

EXHIBIT G

Neighborhood Partners Fund

VOLUNTEER HOURS LOG

(DO NOT COMBINE HOURS - please submit one date per volunteer)

Type of Work	*Date*	*Name of Volunteer*	*Signature of Volunteer*	*Address*	*Phone*	*Hours Worked*

Total Hours ______

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Rancho Manor Neighborhood Association

THIS AGREEMENT is made and entered into this **20th** day of **July**, 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Rancho Manor Neighborhood Association** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **1801 Granite Avenue, Las Vegas NV, 89106.**

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

WHEREAS, the NPF Program has as its goals and objectives the following:

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and complete the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $900 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to $5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than $2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.03 Documentation of Expenses. All expenses submitted to the City for direct vendor payment or reimbursement shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

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3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

An extension of the Agreement Term and/or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient specifying the effective date of the termination. On the effective date of the termination, the Subrecipient shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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 Monthly Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a report (the Monthly Progress Report), with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project Expenses incurred during the reporting period.

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6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:

City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **Rancho Manor Neighborhood Association**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. NPF Program funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use NPF Program funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;

(ii) Proceeds from the disposition of equipment purchased with NPF Program funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any NPF Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF Program funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood
Services Department

Rancho Manor Neighborhood Assoc.

Dan Deegan, Project Leader

Dan Deegan, President

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-1-11

Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012 PROGRAM DESCRIPTION

Rancho Manor Neighborhood Association

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extend feasible, in order to ensure the success of the Program.

A. Program Services: Funding will help pay for fencing needed to protect two alcoves near the subdivision wall, which will prevent access to wall climbing, wall hopping and loitering.

B. Program Purpose: This project will prevent loitering for illicit purposes and keep criminals from hopping over to residents' backyards.

C. Program Tasks to be Performed: Contact vendor; obtain permits; order fencing from AHERN and other vendors; have fencing installed by neighborhood volunteers.

D. Measurable Program Goals: Increase overall safety within the community .Slow down the number of "wall hoppers" in resident backyards. Reduce number of strangers who loiter in these alcoves and nearby streets/residences.

E. Additional Program Conditions:______________________________________

____

F. The Subrecipient hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:

*****Dan Deegan, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	
Total Cost	$

Transfer this amount to the Donations Summary Sheet Section I (d)

Submit one quote per vendor proposed.

Rancho Manor N. A.

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

1. **CASH**

(a) City Grant Request (The amount your association is requesting) $ 900

(b) Cash from Partners (list names & amount of donation)

______________________________ $

______________________________ $

______________________________ $

(b) Total Cash from Partners $ 0

(c) Total Cash *(a+b)* $ 900

***Total Cash** (a + b) should equal the **Total Cost** of products and/or services identified on the **Cost Estimates Sheet**.*

(d) Total Cost Estimates (*transfer from Cost Estimates sheet*) $ ( )

(e) Total cash - Cost Estimates *(c – d)* $ Ø

*(e) **Total Cash** minus Cost Estimates (c – d) should equal $0 or have a remainder less than $100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in $100 increments. Maximum grant request is $5,000.*

2. **DONATIONS PLEDGE VALUE (Donated professional services & products)**

(f) Donating Partners (list names & amount)

______________________________ $ 300

______________________________ $

______________________________ $

______________________________ $

______________________________ $

______________________________ $

(f) Total Donations Pledge from Partners $ 300

(g) Volunteer Labor Pledge (116 # of hrs x $20.85**)**

(This number MUST match total hours on the Volunteer Hours Pledge Sheet) 2418.60

(h) Total Donations Pledged from Contributions *(f + g)* $ 2718.60

*(**NOT** cash donations)*

(i) Grand Total Project Revenues *(c + h)* $ 3618.60

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ 2718.60

Enter City Grant Request on this line from Section 1 (a) above. The Total match should be equal or more than the amount being requested.	$ 900

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME: ______________________________

PROJECT TITLE ______________________________

REPORTING PERIOD START ____________ END ____________

VENDOR:

NAME: ______________________________

ADDRESS: ______________________________

CITY ______________ STATE ________ ZIP CODE ____________

CONTACT PERSON ______________________ PHONE ______________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE ______________________________

TITLE ______________________

NAME (Printed) ______________________ PHONE ____________ FAX ____________

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: ______________ DATE: ________

Supervisor/DIV. MGR. APPROVAL: ______________ DATE: ________

Pcard ___ Vendor Check _____ PR # __________ PO# __________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

EXHIBIT F

Donation Log

Project Name______________________ Reporting Period: ________________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature______________________________ Name (Printed)______________________________

EXHIBIT G

Neighborhood Partners Fund

VOLUNTEER HOURS LOG

(DO NOT COMBINE HOURS - please submit one date per volunteer)

Type of Work	*Date*	*Name of Volunteer*	*Signature of Volunteer*	*Address*	*Phone*	*Hours Worked*
					Total Hours	
						X $20.85
					Total Match Value	**$**

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	**Start:**	**End:**
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Robert Gordon Resident Council

THIS AGREEMENT is made and entered into this **20th** day of **July**, 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Robert Gordon Resident Council** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **508 N. 11th Street, #A, Las Vegas NV, 89101.**

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

WHEREAS, the NPF Program has as its goals and objectives the following:

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and complete the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $3,000 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to $5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than $2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.03 Documentation of Expenses. All expenses submitted to the City for direct vendor payment or reimbursement shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

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(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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made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

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SECTION 7. INSURANCE.

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The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:	City of Las Vegas City Hall, First Floor 400 Stewart Avenue Las Vegas, Nevada 89101-2986
FOR THE SUBRECIPIENT:	**Robert Gordon Resident Council**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

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9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;

(ii) Proceeds from the disposition of equipment purchased with NPF Program funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

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9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood Services Department

Robert Gordon Resident Council

Gwen Thomas

Gwen Thomas, Project Leader

Roberta Medina

Roberta Medina, President

ATTEST:

Beverly K. Bridges

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11

Robert S. Sylvain Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012
PROGRAM DESCRIPTION

Robert Gordon Resident Council

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extend feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for a laptop, desktop, screen and projector.

B. Program Purpose: This project will enhance social activities for seniors who reside at Robert Gordon Plaza, in order to assist them in becoming more independent and in remaining healthier.

C. Program Tasks to be Performed: Contact vendor; order equipment; have housing authority personnel or volunteer IT person install equipment; install the bingo software on the laptop; train volunteers on using equipment and bingo software; coordinate bingo and other events for senior residents.

D. Measurable Program Goals: Increase attendance at social activities; increase use of technical equipment to provide social activities. Organize a movie night, using the big screen and projector.

E. Additional Program Conditions:____

____

F. The Subrecipient hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:

***Gwen Thomas, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	
Total Cost	$

Transfer this amount to the Donations Summary Sheet Section I (d)

Submit one quote per vendor proposed.

Robert Gordon Resident Council

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

1. CASH

(a) City Grant Request (The amount your association is requesting) $ ~~3300~~ 3000

(b) Cash from Partners (list names & amount of donation)

______ $

______ $

______ $

(b) Total Cash from Partners $ 0

(c) Total Cash ***(a+b)*** $ 3000

Total Cash *(a + b) should equal the* ***Total Cost*** *of products and/or services identified on the* ***Cost Estimates Sheet.***

(d) Total Cost Estimates (*transfer from Cost Estimates sheet*) $ (3000.95

(e) Total cash - Cost Estimates ***(c – d)*** **$** ~~.05~~

(e) Total Cash *minus Cost Estimates (c – d) should equal $0 or have a remainder less than $100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in $100 increments. Maximum grant request is $5,000.*

2. DONATIONS PLEDGE VALUE (Donated professional services & products)

(f) Donating Partners (list names & amount)

Southern Nevada Regional Housing Authority Professional Services $ 2400

______ $

______ $

______ $

______ $

______ $

(f) Total Donations Pledge from Partners $ $ 2400

(g) Volunteer Labor Pledge (# of hrs x $20.85**)** $ 2710

(This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions ***(f + g)*** $ 5110

*(**NOT** cash donations)*

(i) Grant Total Project Revenues ***(c + h)*** $ 8,110

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ 5110

Enter City Grant Request on this line from Section 1 (a) above. The Total match should be equal or more than the amount being requested.	$ 3000

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME: ________________________________

PROJECT TITLE ________________________________

REPORTING PERIOD START______________ END____________

VENDOR:

NAME: ________________________________

ADDRESS: ________________________________

CITY ____________________ STATE ________ ZIP CODE ____________

CONTACT PERSON____________________ PHONE____________________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE ________________________________

TITLE ________________________________

NAME (Printed) ____________________ PHONE ______________ FAX ____________

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: ____________________ DATE: ________

Supervisor/DIV. MGR. APPROVAL: ____________________ DATE: ________

Pcard ___ Vendor Check _____ PR # __________ PO# __________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

EXHIBIT F

Donation Log

Project Name____________________ Reporting Period: ____________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature______________________________ Name (Printed)______________________________

EXHIBIT G

Neighborhood Partners Fund
VOLUNTEER HOURS LOG
(DO NOT COMBINE HOURS - please submit one date per volunteer)

Type of Work	*Date*	*Name of Volunteer*	*Signature of Volunteer*	*Address*	*Phone*	*Hours Worked*

Total Hours ______

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Sherman Gardens Resident Council

THIS AGREEMENT is made and entered into this **20th** day of **July**, 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Sherman Gardens Resident Council** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **1701 J. Street #~~210~~, Las Vegas NV, 89106.**

#208, HW.

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

WHEREAS, the NPF Program has as its goals and objectives the following:

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and complete the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $1,400 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to $5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than $2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.03 Documentation of Expenses. All expenses submitted to the City for direct vendor payment or reimbursement shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

An extension of the Agreement Term and/or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient specifying the effective date of the termination. On the effective date of the termination, the Subrecipient shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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 Monthly Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a report (the Monthly Progress Report), with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project Expenses incurred during the reporting period.

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

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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: **Sherman Gardens Resident Council**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

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9.08 Political Activities. The Subrecipient shall not use NPF Program funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;

(ii) Proceeds from the disposition of equipment purchased with NPF Program funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any NPF Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF Program funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood Services Department

Sherman Gardens Resident Council

Antoinette Williams
~~Monique Blue,~~ Project Leader

Antoinette Williams
~~Monique Blue~~, ~~President~~
TREASURER

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11
Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012 PROGRAM DESCRIPTION

Sherman Gardens Resident Council

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extend feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for a laptop, printer, toner, files and folders, paper, and business cards to implement a gang prevention program at this housing complex.

B. Program Purpose: This project will engage parents, children and youth to work with volunteer mentors and interact with Metro police officers who want to develop relationships with families from this neighborhood. The goal is to develop a program that keeps the youth focused on education and positive future plans instead of joining gangs.

C. Program Tasks to be Performed: Contact vendor; order equipment; recruit volunteer mentors; organize programs to promote education, develop social and employment skills. Build relationships with community leaders, business owners from nearby community, law enforcement representatives and recruit mentors from this group. Engage the residents of Sherman Gardens in identifying major issues that need to be addressed to help focus youth in positive behaviors rather than violence and gang participation.

D. Measurable Program Goals: Number of youth attending the mentoring classes. Decrease the number of violence-related incidents within the community. Increase the number of male residents who have obtained a GED.

E. Additional Program Conditions:______________________________

F. The Subrecipient hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:

*****~~Monique Blue~~, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Antoinette Williams.
A.W.

EXHIBIT B

Cost Estimates Sheet

If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	

Total Cost $

Transfer this amount to the Donations Summary Sheet Section I (d)

Submit one quote per vendor proposed.

EXHIBIT C

Sherman Gardens

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

1. **CASH**

(a) City Grant Request (The amount your association is requesting) $ ~~2900~~ 1400

(b) Cash from Partners (list names & amount of donation)

__________ $

__________ $

__________ $

(b) Total Cash from Partners $ 0.00

(c) Total Cash ***(a+b)*** $ ~~2900~~ 1400

Total Cash *(a + b) should equal the* ***Total Cost*** *of products and/or services identified on the* ***Cost Estimates Sheet.***

(d) Total Cost Estimates *(transfer from Cost Estimates sheet)* $ (~~4874.06~~ 1368.60)

(e) Total cash - Cost Estimates ***(c – d)*** **$** [illegible]

(e) Total Cash *minus Cost Estimates (c – d) should equal $0 or have a remainder less than $100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in $100 increments. Maximum grant request is $5,000.*

2. **DONATIONS PLEDGE VALUE (Donated professional services & products)**

(f) Donating Partners (list names & amount)

SN Regional Housing Authority $ 11,275

Power of one $ 750

__________ $

__________ $

__________ $

__________ $

(f) Total Donations Pledge from Partners $ 12,025

(g) Volunteer Labor Pledge (280 X 20.85 **)** 5838.00

(This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions ***(f + g)*** $ 17860

*(**NOT** cash donations)*

(i) Grand Total Project Revenues ***(c + h)*** $ 19260

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ 17,860
Enter City Grant Request on this line from Section 1 (a) above. The Total match should be equal or more than the amount being requested.	$ 1400

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME: ____________________

PROJECT TITLE ____________________

REPORTING PERIOD START ____________ END ____________

VENDOR:

NAME: ____________________

ADDRESS: ____________________

CITY ____________ STATE ________ ZIP CODE ____________

CONTACT PERSON ____________ PHONE ____________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE ____________________

TITLE ____________________

NAME (Printed) ____________________ PHONE ____________ FAX ____________

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: ____________________ DATE: ________

Supervisor/DIV. MGR. APPROVAL: ____________________ DATE: ________

Pcard ___ Vendor Check _____ PR # ________ PO# ________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

EXHIBIT F

Donation Log

Project Name____________________ Reporting Period: ____________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature______________________________ Name (Printed)______________________________

EXHIBIT G

Neighborhood Partners Fund
VOLUNTEER HOURS LOG
(DO NOT COMBINE HOURS - please submit one date per volunteer)

Type of Work	*Date*	*Name of Volunteer*	*Signature of Volunteer*	*Address*	*Phone*	*Hours Worked*

Total Hours ______

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	**Start:**	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Westchester Manor HOA

THIS AGREEMENT is made and entered into this **20th** day of **July**, 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Westchester Manor HOA** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **~~4257D~~ Wooster Circle,, Las Vegas NV, 89108.** 2357-D

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

WHEREAS, the NPF Program has as its goals and objectives the following:

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and complete the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $1,000 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to $5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than $2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.03 Documentation of Expenses. All expenses submitted to the City for direct vendor payment or reimbursement shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

An extension of the Agreement Term and/or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient specifying the effective date of the termination. On the effective date of the termination, the Subrecipient shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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 Monthly Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a report (the Monthly Progress Report), with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project Expenses incurred during the reporting period.

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: **Westchester Manor HOA**

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. NPF Program funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use NPF Program funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;

(ii) Proceeds from the disposition of equipment purchased with NPF Program funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any NPF Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF Program funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood
Services Department

Westchester Manor HOA

Catharine Lindsay, Project Leader

Catharine Lindsay, President

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11

Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012
PROGRAM DESCRIPTION

Westchester Manor HOA

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extend feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay for extra lighting and signage at various common areas.

B. Program Purpose: This project will address the most common concerns regarding personal and property safety of residents living in this community as related to lighting and signage.

C. Program Tasks to be Performed: HOA board members concluded an inventory of lighting and signage needed to improve resident safety concerns. Following a three phase project to be completed during the next 12 months, extra lighting will be installed in the clubhouse and pool area, throughout the complex where vandalism and theft has been experienced. Signage will also be replaced and updated at same locations and at the Smoke Ranch entrances. Supply emergency contact information to all residents and work with emergency personnel to enhance HOA conditions that will improve response time.

D. Measurable Program Goals: Number of locations where lighting and signage were installed.

E. Additional Program Conditions:____

F. The Subrecipient hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:

*****Catharine Lindsay, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	
Total Cost	$

Transfer this amount to the Donations Summary Sheet Section I (d)

Submit one quote per vendor proposed.

EXHIBIT C

Westchester Manor HOA

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

1. **CASH**

(a) City Grant Request (The amount your association is requesting) $ ~~1,360~~ ~~1400~~ 1000 6/22/1

(b) Cash from Partners (list names & amount of donation)

Westchester Manor HOA $ 700.00

$

$

(b) Total Cash from Partners $ 700

(c) Total Cash *(a+b)* $ 1700

***Total Cash** (a + b) should equal the **Total Cost** of products and/or services identified on the **Cost Estimates Sheet**.*

(d) Total Cost Estimates *(transfer from Cost Estimates sheet)* $ (~~2087~~ 1700)

(e) Total cash - Cost Estimates *(c – d)* $ 13

*(e) **Total Cash** minus Cost Estimates (c – d) should equal $0 or have a remainder less than $100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in $100 increments. Maximum grant request is $5,000.*

2. **DONATIONS PLEDGE VALUE (Donated professional services & products)**

(f) Donating Partners (list names & amount)

$

$

$

$

$

$

(f) Total Donations Pledge from Partners $ 0

(g) Volunteer Labor Pledge (95 of hrs x $20.85)

(This number MUST match total hours on the Volunteer Hours Pledge Sheet) 1980.75

(h) Total Donations Pledged from Contributions *(f + g)* $ 1,980.75

*(**NOT** cash donations)*

(i) Grand Total Project Revenues *(c + h)* $3680.75 ~~$4080.75~~

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ ~~2,380.75~~ 2680.75
Enter City Grant Request on this line from Section 1 (a) above. The Total match should be equal or more than the amount being requested.	$ ~~1,360.00~~ ~~1400~~ 1000

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME: ______________________________

PROJECT TITLE ______________________________

REPORTING PERIOD START______________END____________

VENDOR:

NAME: ______________________________

ADDRESS: ______________________________

CITY ____________________ STATE ________ ZIP CODE __________

CONTACT PERSON______________________ PHONE________________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE ______________________________

TITLE______________________________

NAME (Printed) ____________________ PHONE ______________ FAX ____________

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: ________________ DATE: __________

Supervisor/DIV. MGR. APPROVAL: ________________ DATE: __________

Pcard ___ Vendor Check _____ PR # __________ PO# __________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

Donation Log

Project Name______________________ Reporting Period: ________________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature________________________________ Name (Printed)__________________________________

EXHIBIT G

Neighborhood Partners Fund
VOLUNTEER HOURS LOG
(DO NOT COMBINE HOURS - please submit one date per volunteer)

Type of Work	*Date*	*Name of Volunteer*	*Signature of Volunteer*	*Address*	*Phone*	*Hours Worked*

Total Hours

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	**Start:**	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Ashley Ridge HOA

THIS AGREEMENT is made and entered into this **20th** day of **July** , 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Ashley Ridge HOA** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **9480 Grandview Spring Ave., Las Vegas NV, 89166.**

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

WHEREAS, the NPF Program has as its goals and objectives the following:

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and complete the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $3,000 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to $5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than $2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.03 Documentation of Expenses. All expenses submitted to the City for direct vendor payment or reimbursement shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

An extension of the Agreement Term and/or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient specifying the effective date of the termination. On the effective date of the termination, the Subrecipient shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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 Monthly Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a report (the Monthly Progress Report), with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project Expenses incurred during the reporting period.

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: Ashley Ridge HOA

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. NPF Program funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use NPF Program funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;

(ii) Proceeds from the disposition of equipment purchased with NPF Program funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any NPF Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF Program funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood
Services Department

Ashley Ridge HOA

Dustin T Schelin

Dustin Schelin, Project Leader

Dustin T Schelin

Dustin Schelin, President

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11

Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012 PROGRAM DESCRIPTION

Ashley Ridge HOA

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extend feasible, in order to ensure the success of the Program.

A. **Program Services**: Funding will pay for a family park revitalization, which will include amenities for families to spend time with their children.

B. **Program Purpose**: This project will promote revitalization and a strong sense of community.

C. **Program Tasks to be Performed**: Remove gritty sand on half of an unused from volleyball court; Place a commercial grade rubberized mulch in what will become the playground. Cement the other half of the court and place an in-ground BBQ and two picnic tables. Coordinate a park grand opening celebration to bring neighbor together.

D. **Measurable Program Goals**: Completion of the updated park. Increase usage of the park.

E. **Additional Program Conditions**: ______

F. The Subrecipient hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:

Dustin Schelin, Project Leader, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	
Total Cost	$

Transfer this amount to the Donations Summary Sheet Section I (d)

Submit one quote per vendor proposed.

Ashley Ridge HOA

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

1. **CASH**

(a) City Grant Request (The amount your association is requesting) $ 5000.00 Awarded: $3000

(b) Cash from Partners (list names & amount of donation)

Ashley Ridge Association $ 6,362.00 2707.97

$

$

(b) Total Cash from Partners $

(c) Total Cash (a+b) $ ~~11,362~~.00 5707.97

***Total Cash** (a + b) should equal the **Total Cost** of products and/or services identified on the **Cost Estimates Sheet**.*

(d) Total Cost Estimates *(transfer from Cost Estimates sheet)* $ (11,362.) 5707.97

(e) Total cash - Cost Estimates *(c – d)* $ -0-

***(e) Total Cash** minus Cost Estimates (c – d) should equal $0 or have a remainder less than $100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in $100 increments. Maximum grant request is $5,000.*

2. **DONATIONS PLEDGE VALUE (Donated professional services & products)**

(f) Donating Partners (list names & amount)

Ashley Ridge Association – for Pot Luck Hot dogs / hamburger $ 75.00

$

Parker Finch Management Company - BBQ Grill $ $275.00

$

$

$

(f) Total Donations Pledge from Partners $ $350.00

(g) Volunteer Labor Pledge (# of hrs x $20.85) 215hrs * 20.85= 4482.75
(This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions *(f + g)* $ 4832.75
(NOT cash donations)

(i) Grand Total Project Revenues *(c + h)* $ 10190.72

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ 7540.72
Enter City Grant Request on this line from Section 1 (a) above. The Total match should be equal or more than the amount being requested.	$ 3000.00

Exhibit D

CITY OF LAS VEGAS

NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

REQUEST FOR FUNDS
FY 2011-2012

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME:____

PROJECT TITLE ____

REPORTING PERIOD START________________END______________

VENDOR:

NAME: ____

ADDRESS:____

CITY ______________________ STATE ________ ZIP CODE ____________

CONTACT PERSON________________________ PHONE________________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE ________________________________

TITLE__________________________

NAME (Printed) ________________________ PHONE ____________ FAX ____________

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: ____________________ DATE: __________

Supervisor/DIV. MGR. APPROVAL: ________________________ DATE: __________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

Donation Log

Project Name____________________ Reporting Period: ____________________

CASH

Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR

Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES

Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT

Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature____________________________ Name (Printed)____________________________

EXHIBIT G

Neighborhood Partners Fund
VOLUNTEER HOURS LOG

(DO NOT COMBINE HOURS - please submit one date per volunteer)

Type of Work	*Date*	*Name of Volunteer*	*Signature of Volunteer*	*Address*	*Phone*	*Hours Worked*

Total Hours ______

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Cascade HOA

THIS AGREEMENT is made and entered into this **20th** day of **July**, 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Cascade HOA** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **9457 Plover Falls Avenue, Las Vegas NV, 89149.**

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

WHEREAS, the NPF Program has as its goals and objectives the following:

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

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3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

An extension of the Agreement Term and/or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient specifying the effective date of the termination. On the effective date of the termination, the Subrecipient shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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 Monthly Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a report (the Monthly Progress Report), with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project Expenses incurred during the reporting period.

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:	City of Las Vegas City Hall, First Floor 400 Stewart Avenue Las Vegas, Nevada 89101-2986
FOR THE SUBRECIPIENT:	Cascade HOA

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. NPF Program funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use NPF Program funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;

(ii) Proceeds from the disposition of equipment purchased with NPF Program funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any NPF Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF Program funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood
Services Department

Cascade HOA

Alicia Lund

Alicia Lund, Project Leader

Joy Lane, President

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11

Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012
PROGRAM DESCRIPTION

Cascade HOA

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extend feasible, in order to ensure the success of the Program.

A. **Program Services**: Funding will pay for a additional 8-foot lights throughout Park 2..

B. **Program Purpose**: This project will increase lighting in Park 2 to allow neighbors the opportunity to safely walk the park and streets nearby after the sun goes down.

C. **Program Tasks to be Performed**: Hire the contractor to install the lighting at the park. Coordinate the after-dark celebration to conclude the project.

D. **Measurable Program Goals**: Increase attendance in the park after dark.

E. **Additional Program Conditions**: ____________________

____

F. The Subrecipient hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:

Alicia Lund, Project Leader, or a designee chosen at the discretion of the Subrecipient.

Cost Estimates Sheet

If your project requires products or services from several vendors, then submit one quote for each vendor.
<u>(Quotes MUST be on Vendor Company Letterhead)</u>

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	
Total Cost	$

Transfer this amount to the Donations Summary Sheet Section I (d)

Submit one quote per vendor proposed.

Exhibit C

Casdade HOA

I. **CASH**

(a) City Grant Request (The amount your association is requesting) $ 3400.00

(b) Cash from Partners (list names & amount of donation)

Lund Family	$	30.00
	$	
	$	
(b) Total Cash from Partners	$	30.00
(c) Total Cash *(a+b)*	$	3430.00

Total Cash *(a + b) should equal the* ***Total Cost*** *of products and/or services identified on the* ***Cost Estimates Sheet****.*

(d) Total Cost Estimates *(transfer from Cost Estimates sheet)* $ (3,400.00)

(e) Total cash - Cost Estimates *(c – d)* ***$ 30.00***

(e) ***Total Cash*** *minus Cost Estimates (c – d) should equal $0 or have a remainder less than $100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased.*

II. **DONATIONS PLEDGE VALUE (Donated professional services & products)**

(f) Donating Partners (list names & amount)

ISG Lighting (Vendor Discount)	$	330.00
Thorndal Armstrong (NPF Review)	$	225.00
Goin' Postal	$	5.70
	$	
	$	
(f) Total Donations Pledge from Partners	$	560.70
(g) Volunteer Labor Pledge (# hours x $20.85) *(This number MUST match total hours on the Volunteer Hours Pledge Sheet)*	$	5004.00
(h) Total Donations Pledged from Contributions *(f + g)* *(NOT cash donations)*	$	5564.70
(i) Grand Total Project Revenues *(c + h)*	$	8994.70

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ 5594.70
City Grant Request listed on this line and on Section I (a) above.	$ 3400.00

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME: ________________________________

PROJECT TITLE ________________________________

REPORTING PERIOD START ______________ END ____________

VENDOR:

NAME: ________________________________

ADDRESS: ________________________________

CITY ____________________ STATE ________ ZIP CODE ____________

CONTACT PERSON ____________________ PHONE ________________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE ________________________________

TITLE ________________________________

NAME (Printed) ____________________ PHONE ____________ FAX ____________

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: ____________________ DATE: ________

Supervisor/DIV. MGR. APPROVAL: ____________________ DATE: ________

Pcard ___ Vendor Check _____ PR # __________ PO# __________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

EXHIBIT F

Donation Log

Project Name_______________________ Reporting Period: ________________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature________________________________ Name (Printed)__________________________________

EXHIBIT G

Neighborhood Partners Fund

VOLUNTEER HOURS LOG

(DO NOT COMBINE HOURS - please submit one date per volunteer)

Type of Work	*Date*	*Name of Volunteer*	*Signature of Volunteer*	*Address*	*Phone*	*Hours Worked*

Total Hours

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	**Start:**	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Four Winds HOA

THIS AGREEMENT is made and entered into this **20th** day of **July** , 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Four Winds HOA** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **8305 Spanish Meadows Ave, Las Vegas NV, 89131.**

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

WHEREAS, the NPF Program has as its goals and objectives the following:

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and complete the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $3,000 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to $5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than $2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.03 Documentation of Expenses. All expenses submitted to the City for direct vendor payment or reimbursement shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City, and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

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expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

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(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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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(iii) A description of the Project Expenses incurred during the reporting period.

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

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6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

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SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT: Four Winds HOA

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

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9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

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9.08 Political Activities. The Subrecipient shall not use NPF Program funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;

(ii) Proceeds from the disposition of equipment purchased with NPF Program funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any NPF Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF Program funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood Services Department

Four Winds HOA

David R Horn

David Horn, Project Leader

Jerry Shaner, President

ATTEST:

Beverly K. Bridges

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11

Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012
PROGRAM DESCRIPTION

Four Winds HOA

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extend feasible, in order to ensure the success of the Program.

A. **Program Services**: Funding will purchase lighting to enhance existing security camera coverage in common areas inclusive of the park.

B. **Program Purpose**: This project will increase security for residents who may walk the area or better cover the areas represented by the HOA's Neighborhood Watch program.

C. **Program Tasks to be Performed**: Contact lighting vendors; purchase and install lighting supplies, secure additional power resources.

D. **Measurable Program Goals**: Increase lighting in common areas to ensure the safety of residents and increase visibility of cameras used for security.

E. **Additional Program Conditions**: ____

F. The Subrecipient hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:

David Horn, Project Leader, or a designee chosen at the discretion of the Subrecipient.

EXHIBIT B

Cost Estimates Sheet

If your project requires products or services from several vendors, then submit one quote for each vendor.
<u>(Quotes MUST be on Vendor Company Letterhead)</u>

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	
Total Cost	$

Transfer this amount to the Donations Summary Sheet Section I (d)

Submit one quote per vendor proposed.

Four Winds HOA

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

1. **CASH**

(a) City Grant Request (The amount your association is requesting) $3,000.00 DRH

(b) Cash from Partners (list names & amount of donation)

Four Winds HOA ____ $ 11895.00 DRH

(b) Total Cash from Partners $ 11,895.00 DRH

(c) Total Cash *(a+b)* $ 14,805.00

Total Cash *(a + b) should equal the* ***Total Cost*** *of products and/or services identified on the* ***Cost Estimates Sheet.***

(d) Total Cost Estimates *(transfer from Cost Estimates sheet)* $ (   )

(e) Total cash - Cost Estimates *(c – d)* $

(e) ***Total Cash*** *minus Cost Estimates (c – d) should equal $0 or have a remainder less than $100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in $100 increments. Maximum grant request is $5,000.*

2. **DONATIONS PLEDGE VALUE (Donated professional services & products)**

(f) Donating Partners (list names & amount)

Jaramillo Landscape and Maintenance Co. LLC $ 1545.00

$

$

$

$

(f) Total Donations Pledge from Partners $

(g) Volunteer Labor Pledge (218 # of hrs x $20.85)
(This number MUST match total hours on the Volunteer Hours Pledge Sheet) $ 4545.30

(h) Total Donations Pledged from Contributions *(f + g)* $ 6090.30
(NOT cash donations)

(i) Grand Total Project Revenues *(c + h)* $ 20895.30

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ 17895.30 DRH
Enter City Grant Request on this line from Section 1 (a) above. The Total match should be equal or more than the amount being requested.	$ 3,000.00 DRH

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME:________________________________

PROJECT TITLE ________________________________

REPORTING PERIOD START______________END____________

VENDOR:

NAME: ________________________________

ADDRESS:________________________________

CITY ____________________ STATE ________ ZIP CODE __________

CONTACT PERSON____________________ PHONE______________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE ________________________________

TITLE____________________________

NAME (Printed) ____________________ PHONE ____________ FAX __________

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: ______________ DATE: ________

Supervisor/DIV. MGR. APPROVAL: ______________ DATE: ________

Pcard ___ Vendor Check _____ PR # __________ PO# __________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

EXHIBIT F

Donation Log

Project Name______________________ Reporting Period: ______________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature______________________________ Name (Printed)______________________________

EXHIBIT G

Neighborhood Partners Fund

VOLUNTEER HOURS LOG

(DO NOT COMBINE HOURS - please submit one date per volunteer)

Type of Work	*Date*	*Name of Volunteer*	*Signature of Volunteer*	*Address*	*Phone*	*Hours Worked*

Total Hours

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Hillstone Estates II HOA

THIS AGREEMENT is made and entered into this **20th** day of **July**, 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Hillstone Estates II** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **7118 Prairie Flower Street , Las Vegas NV, 89131.**

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

WHEREAS, the NPF Program has as its goals and objectives the following:

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and complete the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $2,000 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to $5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than $2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.03 Documentation of Expenses. All expenses submitted to the City for direct vendor payment or reimbursement shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

An extension of the Agreement Term and/or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient specifying the effective date of the termination. On the effective date of the termination, the Subrecipient shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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 Monthly Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a report (the Monthly Progress Report), with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project Expenses incurred during the reporting period.

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:	City of Las Vegas City Hall, First Floor 400 Stewart Avenue Las Vegas, Nevada 89101-2986
FOR THE SUBRECIPIENT:	Hillstone Estates II

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

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9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

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9.08 Political Activities. The Subrecipient shall not use NPF Program funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;

(ii) Proceeds from the disposition of equipment purchased with NPF Program funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any NPF Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF Program funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood Services Department

Hillstone Estates II

~~Edna Hudson~~, Project Leader
THOMAS ONKEN

Bob Arzt, President

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11
Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012
PROGRAM DESCRIPTION

Hillstone Estates II

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extend feasible, in order to ensure the success of the Program.

A. **Program Services**: Funding will pay for entryway landscaping improvement project.

B. **Program Purpose**: This project will increase community spirit by offering volunteer opportunities to residents as they participate in beautifying the entryway.

C. **Program Tasks to be Performed**: Contact decorative vendor; order 52 tons of ¾ palomino coral rock; organize volunteers to help move the rock; schedule and coordinate the rock-moving day. Remove and dispose of debris. Organize chili cook to celebrate the neighborhood project.

D. **Measurable Program Goals**: Enhanced entryway; increased resident participation in neighborhood project.

E. **Additional Program Conditions**: ______________________________

____

F. The Subrecipient hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:

~~**Edna Hudson**~~, **Project Leader**, or a designee chosen at the discretion of the Subrecipient.

THOMAS ONKEN

EXHIBIT B

Cost Estimates Sheet

If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)

Vendor Quotes		**Amount**
1.		
2.		
3.		
4.		
	Total Cost	$

Transfer this amount to the Donations Summary Sheet Section I (d)

Submit one quote per vendor proposed.

Hillstone Estates HOA

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

1. **CASH**

(a) City Grant Request (The amount your association is requesting) $ ~~3700~~ 2,000

(b) Cash from Partners (list names & amount of donation)

Hillstone Estates HOA $ 1000

$

$

(b) Total Cash from Partners $ 1000

(c) Total Cash *(a+b)* $ 4700

***Total Cash** (a + b) should equal the **Total Cost** of products and/or services identified on the **Cost Estimates Sheet**.*

(d) Total Cost Estimates (*transfer from Cost Estimates sheet*) $(4680)

(e) Total cash - Cost Estimates *(c – d)* $ 20.00

***(e) Total Cash** minus Cost Estimates (c – d) should equal $0 or have a remainder less than $100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in $100 increments. Maximum grant request is $5,000.*

2. **DONATIONS PLEDGE VALUE (Donated professional services & products)**

(f) Donating Partners (list names & amount)

Chili Cookoff Neighbood Event. $ 50.00

(Residents bring Their own Dishes, Refreshments $

etc) $

$

$

$

(f) Total Donations Pledge from Partners $ 50

(g) Volunteer Labor Pledge (130 X # of hrs x $20.85**)**

(This number MUST match total hours on the Volunteer Hours Pledge Sheet) 2710

(h) Total Donations Pledged from Contributions *(f + g)* $ 2760

*(**NOT** cash donations)*

(i) Grand Total Project Revenues *(c + h)* $ 7,460

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$ 3760

Enter City Grant Request on this line from Section 1 (a) above. The Total match should be equal or more than the amount being requested.	$ 3700

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. ________ DATE ____________

NEIGHBORHOOD ASSOCIATION NAME:______________________________

PROJECT TITLE ______________________________

REPORTING PERIOD START______________END______________

VENDOR:

NAME: ______________________________

ADDRESS:______________________________

CITY ______________________ STATE ________ ZIP CODE ____________

CONTACT PERSON______________________ PHONE______________________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE ______________________________

TITLE______________________________

NAME (Printed) ______________________ PHONE ______________ FAX ____________

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: ______________________ DATE: __________

Supervisor/DIV. MGR. APPROVAL: ______________________ DATE: __________

Pcard ___ Vendor Check _____ PR # __________ PO# __________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

Donation Log

Project Name______________________ Reporting Period: ______________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature______________________________ Name (Printed)______________________________

EXHIBIT G

Neighborhood Partners Fund

VOLUNTEER HOURS LOG

(DO NOT COMBINE HOURS - please submit one date per volunteer)

Type of Work	*Date*	*Name of Volunteer*	*Signature of Volunteer*	*Address*	*Phone*	*Hours Worked*

Total Hours

X $20.85

Total Match Value $

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	**Start:**	**End:**
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.

Neighborhood Partners Funding Agreement
By and Between the City of Las Vegas and Willowdale Estates HOA

THIS AGREEMENT is made and entered into this **20th** day of **July**, 2011, by and between the CITY OF LAS VEGAS (the "City"), a municipal corporation of the State of Nevada, and **Willowdale Estates HOA** (the "Subrecipient"), a nonprofit corporation duly organized under the laws of the State of Nevada, whose primary mailing address is **4012 Villa Flora St, Las Vegas NV, 89130.**

WITNESSETH

WHEREAS, the City has established the Neighborhood Partnership Fund ("NPF") with an allocation from the City's General Fund to operate the program commonly known and referred to as the "Neighborhood Partners Program"; and

WHEREAS, the NPF Program has as its goals and objectives the following:

- To increase participation and cooperation amongst neighborhood residents, businesses and the City;
- To support emerging and established registered neighborhood organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood organizations to effectively plan and implement programs that address neighborhood/community needs and issues;
- To fund programs sponsored or supported by registered neighborhood organizations, which will beautify and improve the neighborhood environment.

WHEREAS, the City is responsible for administering and implementing the NPF Program to ensure that it complies with NPF Program Guidelines, and, if applicable, any additional goals and objectives imposed by the City Council; and

WHEREAS, the City has selected the Subrecipient to receive funding under NPF Program to conduct and complete the Subrecipient's proposed project which is more fully described below (the "Project"); and

WHEREAS, the parties hereto desire to enter into this Agreement setting forth their respective obligations concerning the Project and the NPF funding to be provided in connection therewith.

NOW, THEREFORE, in view of the above premises, the parties hereto agree as follows:

SECTION 1. PROJECT DESCRIPTION AND OBLIGATIONS

In consideration of the funding set forth in Section 2 of this Agreement, the Subrecipient agrees to administer and complete the Project described in the Project Description, Exhibit A attached hereto and incorporated herein as a part hereof, subject to the requirements of this Agreement, and applicable federal, state and local laws and regulations.

SECTION 2. PROJECT FUNDING

In consideration of the Subrecipient administering and completing the Project, the City agrees to allocate $4,000 (the "Project Funding") in NPF Program funds to be used to pay the Project Expenses (defined in Section 3.01 below). The Project Funding must be expended by the Subrecipient by **February 1, 2012**. If the Project Funding has not been expended by the Subrecipient by the aforementioned deadline, the City may terminate its obligation to provide such funding hereunder, and the Project Funding may be re-allocated to a different project. The Subrecipient may submit an alternate spending plan to the City which requests an extension of the aforementioned deadline, however, the approval of the spending plan by the City is not guaranteed. Such alternative spending plan must be submitted to the City at least thirty (30) days before expiration of the aforementioned deadline in order to be considered by the City.

The City shall bear no liability to fund the Project in the event that NPF Program funds are not allocated by the City Council from the City's General Fund during any fiscal year. Furthermore, the City shall be liable only for payment proportional to the extent that NPF Program funds are appropriated and allocated by the City. Any Project Expenses incurred prior to execution of this Agreement will not be reimbursed by the City.

SECTION 3. PROJECT FUNDING AND REIMBURSEMENT.

3.01 Project Expenses. The Project Expenses are the anticipated vendor expenditures for goods and/or services related to the implementation of the Project, which have been identified in the **Cost Estimate Sheet** and the **Donation Summary Sheet, Exhibits B and C** attached hereto and incorporated herein as a part of this Agreement.

3.02 Method of Payment. The Subrecipient shall access the NPF funding by completing the **Request for Funds, Exhibit D** attached hereto and incorporated herein as a part of this Agreement, and attaching an itemized invoice each time payment of a service or product is requested by the Subrecipient. The City staff shall make direct payment to vendors, through a Direct Payment Request for purchases up to $5,000 or the Subrecipient's award amount, or through the use of a City Credit Card for purchases no greater than $2,500. The City agrees to make such payment provided the expenditure does not exceed the Project Funding for the Project Expenses.

In lieu of direct payment to the Vendor, the Subrecipient, with prior written approval by the City, may make payment to the vendor and seek reimbursement from the City. Reimbursement shall be only for expenses outlined in the Cost Estimate Sheet during the Project Term set forth in Section 4 of this Agreement.

The City will review each invoice submitted for direct payment or reimbursement of the Project Expenses to determine if such expenditures are within the scope of the **Cost Estimate Sheet** and **Donation Summary Sheet** and the **Project Description** attached to this Agreement. The City reserves the right to refuse reimbursement of the Project Expenses, which are not NPF Program

eligible for payment or which are not within the scope of this Agreement. Each reimbursement request shall include the reports required in Section 6 of this Agreement.

3.03 Documentation of Expenses. All expenses submitted to the City for direct vendor payment or reimbursement shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible to the City.

3.04 Financial Recordkeeping. Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from the Subrecipient by the City or its duly authorized representative.

3.05 Records. Project records shall be maintained in accordance with the City requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

3.06 Cost Estimate. The Subrecipient has prepared the estimate of costs for the Project set forth in the Cost Estimate Sheet. Only anticipated expenses listed in the Cost Estimate Sheet are eligible for payment by the City and are subject to the funding conditions, if any, set forth in the Project Description. The Subrecipient shall not make any changes in the Cost Estimate Sheet or the Donation Summary Sheet unless permission is obtained in writing from the City.

3.07 Unexpended Funds. In the event the City staff anticipates the total amount of the Project Funding allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to transfer the unexpended Project Funding to be used for other programs authorized by the City.

3.08 Accounting Methods. Each expenditure charged to the fiscal year **2011-2012** NPF Program funds must be accounted for in a ledger separate from the expenditures which are paid from other revenue sources. These records shall be maintained by the Subrecipient.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall become effective as of the date of execution by the City, which date shall be inserted into the first paragraph of this Agreement, and shall continue through **June 25, 2012** (the "Agreement Term"), unless otherwise terminated as provided in Section 5 of this Agreement. The Project shall commence as of **July 21, 2011** and continue to **February 1, 2012** (the "Project Term"), unless terminated sooner as provided in Section 5 of this Agreement.

An extension of the Agreement Term and/or the Project Term set forth this Section may be authorized in writing by the City Neighborhood Services Director or his or her designee.

SECTION 5. TERMINATION OF AGREEMENT.

5.01 Termination for Convenience. The City shall have the right at any time to terminate this Agreement, and the funding of the Project authorized herein, for any reason whatsoever (including no stated reason). Such termination shall be effected by written notice from the City to the Subrecipient specifying the effective date of the termination. On the effective date of the termination, the Subrecipient shall cease operation of the Project and take all reasonable actions to mitigate expenses. The Subrecipient may submit a written request for Project

expenses incurred through the effective date of termination, and shall provide such documentation substantiating the incurred expenses as may be requested by the City

5.02 Termination for Cause / Default. The City may, by written notice of default to the Subrecipient, terminate this Agreement if the Subrecipient:

(i) Fails to conduct and administer the Project in the manner required under this Agreement;

(ii) Becomes insolvent or bankrupt or makes an assignment for the benefit 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 Monthly Progress Report. On a monthly basis, or more frequently if so requested by the City, the Subrecipient shall submit to the City a report (the Monthly Progress Report), with the following information:

(i) A statement of the Project goals cited in the Subrecipient's application for funding and a description of what has been accomplished toward achieving these goals for the reporting period;

(ii) A written narrative and description of the activities occurring during the reporting period; and

(iii) A description of the Project Expenses incurred during the reporting period.

(iv) A statement verifying that any goods or equipment purchased with Project Funds is being used in connection with the Project.

6.03 Volunteer Hours Log. On a monthly basis, the Subrecipient shall submit a written log (the "Volunteer Hours Log") reporting the date, nature of the work performed and the number of hours worked by volunteers for the Project. All volunteer labor expended on the Project will be valued at **$20.85** per hour, unless work is done by a professional (e.g., a plumber hooks up a faucet needed for the Project). Volunteer labor performed by a professional, valued at the same rate as the professional charges for the work. The total number of hours and dollar value of the work performed by the professional will be entered in the Donation Log.

6.04 Donation Log. On a monthly basis, the Subrecipient shall submit a Donation Log detailing each donation of goods and services, and containing the information from the Volunteer Hours Log. Copies of letters from professionals identifying the donation they have

made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the Subrecipient and the Volunteer Hours Log, will be attached to this report.

6.05 Final Report. At the completion of the Project, the Subrecipient shall submit a Final Report, explaining the impact and achievements of the Project

6.06 Reporting Forms. The Monthly Progress Report, Donation Log, Volunteer Hours Log and the Final Report shall be submitted on the forms attached hereto as Exhibits E, F, G and H and incorporated herein as a part of this Agreement.

SECTION 7. INSURANCE.

If a vehicle is used in the operation of the Project, the Subrecipient shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, in the minimum amount of $1,000,000 combined single limit and $1,000,000 in the aggregate.

The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

SECTION 8. INDEMNIFICATION. The Subrecipient agrees to defend, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Subrecipient, its officers, employees or agents, in (i) conducting or administering the Project, or (ii) performing any of its obligations under this Agreement. The City, for its protection may retain any money due and owing to the Subrecipient under this Agreement

As part of its obligation herein, the Subrecipient shall defend the City, and each of them, against the Liabilities and in the event that it fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Subrecipient.

SECTION 9. MISCELLANEOUS PROVISIONS

9.01 Legal Notice. All notices required pursuant to this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U. S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:

City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

FOR THE SUBRECIPIENT:

Willowdale Estates HOA

The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

9.02 Independent Contractor. The Subrecipient has requested financial support of the City to enable Subrecipient to provide the services contemplated in Section 1. In performing this Agreement, the Subrecipient and any person employed by the Subrecipient, shall be deemed to be an independent contractor. The City shall have no relationship whatsoever with the services contemplated herein except for financial support and receipt of the reports required under this Agreement. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Subrecipient, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Department Director to assure continuing eligibility for NPF Program funding.

9.03 Limitation on Funding. The City reserves the right to reduce funding set forth in Section 2 of this Agreement, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Agreement.

9.04 Assignment Prohibited. The Subrecipient may not assign any part of its rights in this Agreement without consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of all funding, or any part thereof, as determined to be appropriate by the City.

9.05 On-Site Monitoring. The program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives. The representatives will be announced, at a minimum, 24 hours in advance of each on-site visit. If so requested, the representatives shall be granted access to all of the Project records held by the Subrecipient. The representatives may, on occasion, interview Project volunteers and participants who volunteer to be interviewed.

9.06 Access to Records. At any time during normal business hours, the Subrecipient's records, with respect to matters covered by this Agreement, shall be made available for audit, examination, and review by City representatives.

9.07 Religious Activities. NPF Program funding provided to the Subrecipient under this Agreement shall not be used for religious activities or provided to primarily religious entities for the funding of any activities, including secular activities.

9.08 Political Activities. The Subrecipient shall not use NPF Program funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

9.09 Project Income. For purposes of this Agreement, the Subrecipient agrees that Project Income includes, but is not limited to, the following:

(i) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with NPF Program funds;

(ii) Proceeds from the disposition of equipment purchased with NPF Program funds;

(iii) Gross Income from the use or rental of real or personal property acquired by the Subrecipient with NPF Program funds, less costs incidental to generation of the income;

(iv) Gross Income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with NPF Program funds, less costs incidental to generation of the income; and

(v) Interest earned on program income pending its disposition.

Project Income may be retained by the Subrecipient provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Project.

9.10 Expiration or Revocation of Agreement. Upon the expiration or revocation of this Agreement, the Subrecipient shall transfer to the City any NPF Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF Program funds.

9.11 Non-Expendable Personal Property, Depreciation Schedules, and Disposition of Property. Non-expendable personal property is defined as any tangible or intangible personal property which has a unit acquisition cost of $1,000 or more and a useful life of more than one year (examples of non-expendable personal property are vehicles and computer equipment). The City shall have the right to title and possession of all non-expendable personal property purchased by the Subrecipient with Project Funds for three years from the date of purchase. If the non-expendable personal property is a vehicle, the City shall be named as a lien-holder on the title.

If, during the Agreement Term, the Subrecipient is dissolved or the non-expendable personal property is not be used in accordance with the terms of the Agreement, or applicable federal, state or local laws and regulations, the City shall have the right to re-appropriate the non-expendable personal property.

9.12 Amendment or Revisions Required by the City. The Subrecipient and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by the City and/or any applicable federal, state or local laws or regulations.

(Remainder of page intentionally left blank)

9.13 Provisions Required by Law Deemed Inserted. Each and every provision or clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above-written.

CITY OF LAS VEGAS

Stephen Harsin, Director
Parks, Recreation and Neighborhood
Services Department

Willowdale Estates HOA

Rayette Miessek-Fuss, Project Leader

Leslie Stringham, President

ATTEST:

Beverly K. Bridges, MMC,
City Clerk

Approved as to form:

Robert S. Sylvain 7-11-11

Robert S. Sylvain, Date
Deputy City Attorney

Council Action: July 20, 2011

EXHIBIT A

2011-2012 PROGRAM DESCRIPTION

Willowdale Estates HOA

The Subrecipient agrees to conduct the Program as described below and to meet the measurable Program goals, to the greatest extend feasible, in order to ensure the success of the Program.

A. Program Services: Funding will pay to repair the Bradley Road Wall, which was originally built incorrectly by the community developer.

B. Program Purpose: This funding will address safety and health issues posed by standing water leaking from the incorrectly installed irrigation system while enhancing the aesthetics of the wall and neighborhood.

C. Program Tasks to be Performed: Remove existing irrigation line on top of the wall: remal of wall cap and piping, replacement with copper piping with insulation. Reintall wall cap over insulated piping

D. Measurable Program Goals: Repair the Bradley Road Wall to eliminate the leaking pipes; eliminate the water damage in/on the wall and surrounding areas. Repair and paint stucco.

E. Additional Program Conditions:______________________________

F. The Subrecipient hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:

***Rayette Miessek-Fuss, Project Leader**, or a designee chosen at the discretion of the Subrecipient.

EXHIBIT B

Cost Estimates Sheet

If your project requires products or services from several vendors, then submit one quote for each vendor.
(Quotes MUST be on Vendor Company Letterhead)

Vendor Quotes	**Amount**
1.	
2.	
3.	
4.	

Total Cost $

Transfer this amount to the Donations Summary Sheet Section I (d)

Submit one quote per vendor proposed.

Willowdale Estates

EXHIBIT C

DONATION SUMMARY SHEET

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT ON ATTACHED SHEET)

I. **CASH**

(a) City Grant Request (The amount your association is requesting) $ ~~5000.00~~ 4000

(b) Cash from Partners (list names & amount of donation)

Willowdale HOA	$	1~~1~~237.00
	$	
	$	
(b) Total Cash from Partners	$	1~~1~~237.00
(c) Total Cash *(a+b)*	$	~~16~~ 15237.00

***Total Cash** (a + b) should equal the **Total Cost** of products and/or services identified on the **Cost Estimates Sheet**.*

(d) Total Cost Estimates *(transfer from Cost Estimates sheet)* $ (1~~6~~5237.00)

(e) Total cash - Cost Estimates *(c – d)* $ 0

*(e) **Total Cash** minus Cost Estimates (c – d) should equal $0 or have a remainder less than $100. If there is a negative amount in this field, expenses on Cost Estimates Sheet will have to be reduced or cash contribution will have to be increased. Cash can be increased through donations or by requesting additional NPF grant funding in $100 increments. Maximum grant request is $5,000.*

II. **DONATIONS PLEDGE VALUE (Donated professional services & products)**

(f) Donating Partners (list names & amount)

	$
	$
	$
	$
	$
	$
(f) Total Donations Pledge from Partners	$

(g) Volunteer Labor Pledge (number if hours x ~~$19~~) 66 hrs x ~~$19~~ 20.85 $ ~~1254.00~~ 1376

(This number MUST match total hours on the Volunteer Hours Pledge Sheet)

(h) Total Donations Pledged from Contributions *(f + g)* $ ~~1254.00~~ 1376
*(**NOT** cash donations)*

(i) Grand Total Project Revenues *(c + h)* $ ~~16,613~~ 17,613

(j) Total Neighborhood Match (b + h) *(total cash from partners + total donations pledge from contributions - includes volunteer hours)*	$12,613
Total Neighborhood Match (j), MUST exceed the City Grant Request listed on this line and on Section I (a) above.	$ ~~12491.00~~ ~~5,000~~ 4,000

Exhibit D

CITY OF LAS VEGAS

PARKS, RECREATION AND NEIGHBORHOOD SERVICES DEPARTMENT

NEIGHBORHOOD PARTNERS FUND

FY2011-2012

REQUEST FOR FUNDS

SECTION I : THIS SECTION TO BE COMPLETED BY REQUESTOR OF FUNDS

REQUEST NO. _________ DATE _____________

NEIGHBORHOOD ASSOCIATION NAME:____

PROJECT TITLE ____

REPORTING PERIOD START________________END______________

VENDOR:

NAME: ____

ADDRESS:____

CITY ______________________________ STATE _________ ZIP CODE _____________

CONTACT PERSON____________________________________ PHONE__________________________

GRANT AMOUNT	PREVIOUS PAYMENTS	AMOUNT OF THIS REQUEST	GRANT BALANCE

Price Quotation Substantiating the Above Amount Must Be Attached to this Document.

I CERTIFY THAT THE ABOVE AMOUNT IS TRUE AND CORRECT WILL BE USED FOR THE PURPOSES FOR WHICH IT IS INTENDED.

SIGNATURE ____

TITLE____

NAME (Printed) ____ PHONE __________________ FAX _____________

FOR OFFICE USE ONLY:

SECTION II: THIS SECTION FOR CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT USE ONLY

REVIEWED BY PROGRAM ADMINISTRATOR: ______________________ DATE: __________

Supervisor/DIV. MGR. APPROVAL: ______________________________ DATE: __________

Pcard ___ Vendor Check _____ PR # ___________ PO# ___________

EXHIBIT E

Neighborhood Partners Fund
MONTHLY PROGRESS REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Person Preparing Report:		
Phone Number:		

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern. If there has been no activity for this month, simply write "no activity for this month"

EXHIBIT F

Donation Log

Project Name______________________ Reporting Period: ______________________

CASH				
Date Received	Source	Purpose	Doc. Number Attached *	Value Amount
			Subtotal	$

VOLUNTEER LABOR					
Date	Number of Volunteers	# of Hours Worked	# of Volunteers x # of Hours	Labor Activity	Value Amount
				Subtotal	$

PROFESSIONAL SERVICES					
Date of Service	Type of Service	Hours Worked	Hourly Rate	Doc. Number Attached *	Value Amount
				Subtotal	$

SUPPLIES/MATERIALS/EQUIPMENT				
Date Used	Description	Donor Name	Doc. Number Attached *	Value Amount
			Subtotal	$
			Total Match	$

Start________End________

I certify that the above amounts are true and correct.

Signature______________________________ Name (Printed)______________________________

EXHIBIT G

Neighborhood Partners Fund
VOLUNTEER HOURS LOG
(DO NOT COMBINE HOURS - please submit one date per volunteer)

Type of Work	*Date*	*Name of Volunteer*	*Signature of Volunteer*	*Address*	*Phone*	*Hours Worked*
					Total Hours	
						X $20.85
					Total Match Value	**$**

EXHIBIT H

Neighborhood Partners Fund
FINAL REPORT
FY 2011-2012

Project Name:		
Neighborhood Association:		
Reporting Period:	Start:	End:
Date of Report:		
Contact Person:		
Phone Number:		
Amount of NPF Grant:		

Please write your final report in the space provided below or attach additional sheets.