

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Stupak Community Center Youth Together**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Stupak Community Center Youth Together**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **300 W. Boston Avenue, Las Vegas, NV, 89102**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as **Kid's Klose** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Project funding will be used to provide clothing for children from low-income families in the neighborhood.

Tasks to be Performed:

- Purchase supplies
- Build room to house clothing items
- Collect and purchase clothing
- Identify youth to receive clothing
- Distribute clothing

Level of Service to be Provided:

This project will provide clothing and shoes to neighborhood youth whose families cannot afford to purchase them.

Measurable Goals for Grant period:

- Creation of room for clothing
- Number of donated items collected
- Number of youth served
- Response from participating residents

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

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

Deshundrick Johnson, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

SS ☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **300 W. Boston Avenue, Las Vegas, NV 89102**.

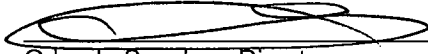
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

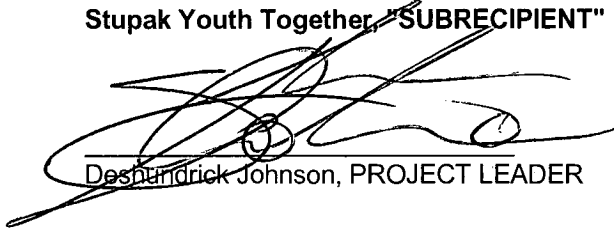
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, 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

Stupak Youth Together, "SUBRECIPIENT"


Orlando Sanchez, Director 2-19-04


Deshaundrick Johnson, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J. Ponticello 2/19/04

Exhibit “A”

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit “B”

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Stupak Community Center Tomorrow's Leaders**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Stupak Community Center Tomorrow's Leaders**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **300 W. Boston Avenue, Las Vegas, NV, 89102**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as **Holiday Gift Basket Give Away** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Project funding will be used to distribute food baskets to low-income families in the neighborhood during the holiday season.

Tasks to be Performed:

- Identify families to receive baskets
- Purchase items to create food baskets
- Distribute baskets

Level of Service to be Provided:

This project will provide low-income families with food and supplies for the holidays.

Measurable Goals for Grant period:

- Number of families identified
- Number of baskets created
- Response from participating residents

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

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

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

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

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

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **300 W. Boston Avenue, Las Vegas, NV 89102.**

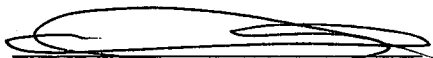
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

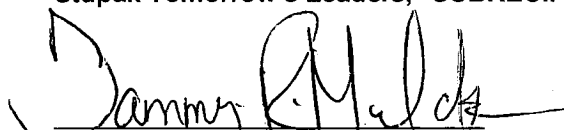
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, 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

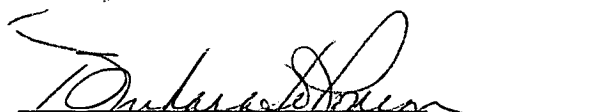
Stupak Tomorrow's Leaders, "SUBRECIPIENT"


Orlando Sanchez, Director 2-19-04


Tammy Muldrew, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J. Ponticello 2/19/04

Exhibit “A”

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
20	turkeys	15. ⁰⁰	30.⁰⁰	300 ⁰⁰		300. ⁰⁰
20	sweet potatoes	2. ⁰⁰	40. ⁰⁰			40. ⁰⁰
20	mashed potatoes	1. ⁹⁹	39. ⁸⁸			39. ⁸⁸
20	gravy	1. ⁶⁰	33. ⁸⁰			33. ⁸⁰
20	corn	.89	17. ⁸⁰			17. ⁸⁰
20	rolls	1. ¹⁹	23. ⁸⁰			23. ⁸⁰
20	pies	5. ⁹⁹	119. ⁸⁰			119. ⁸⁰
20	jellied cranberry sauce	1. ⁸⁹	37. ⁸⁰			37. ⁸⁰
20	stuffing	2. ⁰⁰	40. ⁰⁰			40. ⁰⁰
20	macaroni + cheese	1. ⁵⁰	30. ⁰⁰			30. ⁰⁰
1	brown paper bags	25. ⁰⁰		25. ⁰⁰		25. ⁰⁰
40	soda	1. ⁰⁹	43. ⁶⁰			43. ⁶⁰
20	napkins	2. ⁰⁰	40. ⁰⁰			40. ⁰⁰
20	tablecloths	2. ⁵⁰	50. ⁰⁰			50. ⁰⁰
20	plates	2. ⁵⁰	50. ⁰⁰			50. ⁰⁰
20	cups	2. ⁵⁰	50. ⁰⁰			50. ⁰⁰
20	plastic silverware	2. ⁵⁰	50. ⁰⁰			50. ⁰⁰
20	flowers	10. ⁰⁰		200. ⁰⁰		200. ⁰⁰
20	after dinner mints	3. ⁰⁰		60. ⁰⁰		60. ⁰⁰
20	video rentals	4. ⁰⁰		80. ⁰⁰		80. ⁰⁰
TOTALS			966. ⁴⁸	365. ⁰⁰		1331. ⁴⁸

Exhibit "B"

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. A vertical margin line is present on the left side, creating a narrow left margin. A black circular binder ring is attached to the left edge of the paper. The paper appears to be part of a notebook or a set of loose-leaf papers.

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Herbert A. Derfelt Elementary School**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Herbert A. Derfelt Elementary School**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **1900 S. Lisa Lane, Las Vegas, NV 89117**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as "Read To Succeed" that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to create storybook tapes to help preschool students improve their reading skills.

Tasks to be Performed:

- Purchase supplies
- Record fifth graders reading storybooks
- Distribute storybooks and tapes to preschool classes

Level of Service to be Provided:

This project will help preschool students learn to read by practicing their reading skills with the help of a recording of the book they are reading.

Measurable Goals for Grant period:

- Student participation
- Number of recordings made
- Improvement in student reading skills

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

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department: **Todd McClimans**, or a designee chosen at the discretion of SUBRECIPIENT.*

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.

- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

AM ☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **1900 S. Lisa Lane, Las Vegas, NV 89117.**

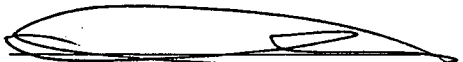
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein 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

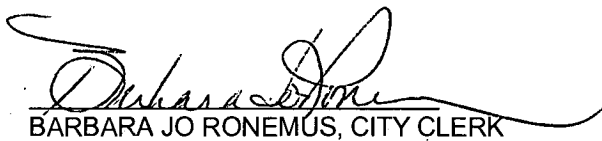
Derfelt Elementary School, "SUBRECIPIENT"


Orlando Sanchez, Director 2-19-04


Todd McClimans, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J. P. Bicecco 2/19/04

Exhibit “A”

X. Overall Project Budget Worksheet

[illegible]

Exhibit "B"

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Mirabelli – Kids to the Rescue**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Mirabelli – Kids to the Rescue**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **6200 Elton Avenue, Las Vegas, NV 89107**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as "**Grandparents Day Meet & Greet Hoedown**" that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host a social event for the seniors of the Lieburn Senior Center.

Tasks to be Performed:

- Organize event activities
- Purchase needed supplies
- Advertise the event
- Coordinate and host event

Level of Service to be Provided:

This project will provide an opportunity for the seniors of the Lieburn Senior Center to interact with the youth of the Mirabelli Community Center in a fun environment.

Measurable Goals for Grant period:

- Community outreach
- Community participation
- Event evaluation

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

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department: **Phyllis McFadden**, or a designee chosen at the discretion of SUBRECIPIENT.*

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

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At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

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A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

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

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Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **6200 Elton Avenue, Las Vegas, NV 89107**.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

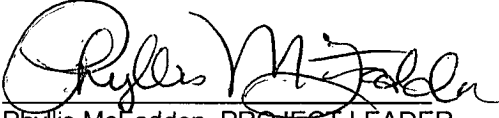
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, 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

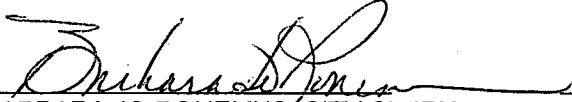
Mirabelli Kids to the Rescue, "SUBRECIPIENT"


Orlando Sanchez, Director 2-19-04

 3-9-04
Phyllis McFadden, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J Porticello 2/19/04

Exhibit “A”

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

QTY	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies/ Materials	Cash Donation	
3	Top Round Beef (65 lbs)	49.08	147.24			147.24
5	Hamburger Buns	2.39	11.95			11.95
4	Cans of BBQ Beans	7.49	29.96			29.96
2	Lg. Bottles of BBQ sauce	10.49	20.98			20.98
4	Pkgs. Coleslaw	5.99	23.96			23.96
4	Cans Corn	3.59	14.36			14.36
4	Boxes Corn Bread	4.29	17.16			17.16
4	Pkg. Bacon	7.19	28.76			28.76
10	Gal. Juice/Punch	3.49	34.90			34.90
1	Can Coffee	7.99	7.99			7.99
1	Lg. Bottle Creamer	2.49	2.49			2.49
1	Pkg. sugar for Coffee	2.39	2.39			2.39
10	Pints 1/2 & 1/2 (ice cream)	1.80	18.00			18.00
10	Bags Ice	1.30	13.00			15.39 13.00
1	Lg. Box Utensils	15.39	15.39			17.99 15.39
1	Roll Table Cover	17.99	17.99			9.99 17.99
1	Pkg. Paper Plates	9.99	9.99			5.99 9.99
1	Pkg. Plastic Cups 16oz	5.99	5.99			1.44 5.99
1	Pkg foam cups	1.44	1.44			64.90 1.44
10	Marie Calendar Pies	6.49	64.90			64.90
—	Decorations —					.
5	Bales of Straw	7.00	35.00			35.00
	Entertainment					
1	DJ	300.00	150.00	150.00		300.00
	Kitchen Supplies					
3	Serving Dishes	16.99			50.97	50.97
2	Serving Ladles	7.95	14.10		1.80	15.90
1	Ice Cream Maker	35.99	35.99			35.99
1	Small Pot	29.99	29.99			29.99
1	Lg. Pot	32.99	32.99			32.99
2	Chafing Dishes	39.05	78.10			78.10
1	Food Warmer	134.99	134.99			134.99
TOTALS			1060.00	150.00	52.77	1262.77

Exhibit "B"

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Mirabelli Community Center Dream Teens**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Mirabelli Community Center Dream Teens**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **6200 Elton Avenue, Las Vegas, NV 89107**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as "**Summer Santas**" that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to provide food, gifts and supplies during a fun event for low-income families in the community.

Tasks to be Performed:

- Organize event activities
- Purchase needed supplies
- Advertise the event
- Coordinate and host event

Level of Service to be Provided:

This project will provide donations and needed services to low income families outside of the traditional holiday season.

Measurable Goals for Grant period:

- Community outreach
- Community participation
- Event evaluation

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

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department: **Phyllis McFadden**, or a designee chosen at the discretion of SUBRECIPIENT.*

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

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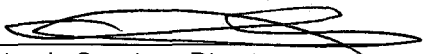
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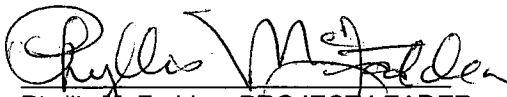
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IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

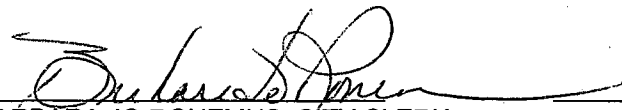
Mirabelli Dream Teens, "SUBRECIPIENT"


Orlando Sanchez, Director 2-19-04

 3-9-04
Phyllis McFadden, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEUMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J. P. Biceles 2/19/04

Exhibit "A"

X. Overall Project Budget Worksheet

[illegible]

Exhibit "B"

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Mirabelli Community Center We R.O.C.K. (Reachin Our Community's Kids)**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **We R.O.C.K. (Reachin Our Community's Kids)**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **6200 Elton Avenue, Las Vegas, NV 89107**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as "**Shade Tree Bunny Wishes Egg Hunt**" that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Project funding will be used to host an Easter party and egg hunt for the children of the Shade Tree Homeless Shelter.

Tasks to be Performed:

- Coordinate date, time and attendance with Shade Tree administration
- Organize event activities
- Purchase needed supplies
- Coordinate and host event

Level of Service to be Provided:

This project will provide a fun holiday activity for homeless children.

Measurable Goals for Grant period:

- Community outreach
- Community participation
- Event evaluation

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

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department: **Phyllis McFadden**, or a designee chosen at the discretion of SUBRECIPIENT.*

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **6200 Elton Avenue, Las Vegas, NV 89107**.

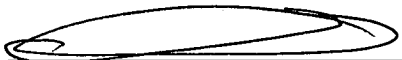
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein 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

Mirabelli We R.O.C.K., "SUBRECIPIENT"


Orlando Sanchez, Director 2-19-04

 3-9-04
Phyllis McFadden, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: Ponticello 2/19/04

Exhibit “A”

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

QTY	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
15	Chickens	5.00	75.00			75.00
4	celery	1.99	7.96			7.96
5	lb onions	2.95	2.95	1425		2.95
10	boxes croissant	4.99	49.90			49.90
4	veggie trays	12.99	51.96			51.96
4	fruit trays	15.99	63.96			63.96
4	gal. Orange Juice	5.49	21.96			21.96
10	Box juice	2.39	23.90			23.90
3	box cookies	10.99	32.97			32.97
10	doz. eggs	1.89	18.90			18.90
10	egg dye kits	1.59	15.90			15.90
10	doz plastic eggs	1.39	13.90			13.90
20	bags easter grass	.89	17.80			17.80
1	table Cover	11.99	11.99			11.99
1	box utensils	15.39	15.39			15.39
1	lg. bag napkins	7.65	7.65			7.65
2	bags plastic cups	5.99	11.98			11.98
1	Pkg plates	9.99	9.99			9.99
	- Prizes -					
2	Bags of Skittles	12.65	25.30			25.30
1	licorice ropes	11.49	11.49			11.49
2	Bags of Jolly Ranchers	7.19	14.38			14.38
2	Bags of M&M's minis	7.49	14.98			14.98
4	Bag of Starburst	4.99	19.96			19.96
2	box tootsie pops	4.79	49.58	958		49.58
35	stuffed animals	7.95	278.25			278.25
35	misc. coloring books & toys	4.63	162.00	16205		162.00
			1001			1001
			1000			1000.00
TOTALS						

Exhibit “B”

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
The Meadows School**

THIS AGREEMENT, made and entered into this 21st day of **February, 2004** by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **The Meadows School**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **8601 Scholar Lane, Las Vegas, NV 89128**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as **Meadows Mentors** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Project funding will be used to purchase books, stickers and certificates for a youth tutoring program.

Tasks to be Performed:

- Purchase materials
- Expand existing project with additional funding
- Visit schools to tutor students in English, reading, and comprehension skills

Level of Service to be Provided:

The project will enhance the education of participating students and provide them with mentors

Measurable Goals for Grant period:

- Project expansion
- Student and mentor participation
- Student improvement

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

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

Jan Rowell, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

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"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☒ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

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

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A. RELIGIOUS ACTIVITIES

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B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
2. Proceeds from the disposition of equipment purchased with YNAPP funds;
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4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
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D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

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Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

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Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of a **August 18, 2004** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **8601 Scholar Lane, Las Vegas, NV 89128**

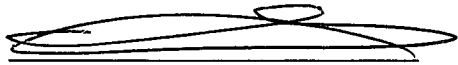
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

The Meadow School, "SUBRECIPIENT"



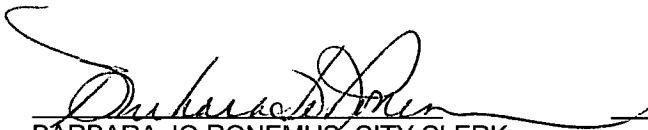
Orlando Sanchez, Director 2-20-04



Jan Rowell, PROJECT LEADER

ATTEST:

ATTEST:

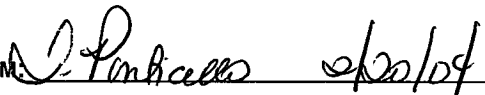


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION:

2/18/04

APPROVED AS TO FORM:



2/20/04

Exhibit “A”

X. Overall Project Budget Worksheet

X. Overall Project Budget Worksheet

[illegible]

Exhibit "B"

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

YNAPP MONTHLY PROGRESS REPORT FY 2003-2004

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Student Organization of Latinos (SOL)**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Student Organization of Latinos (SOL)**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **3800 E. Harris Avenue, Las Vegas, NV 89110**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as "**Career Fair and Education Conference**" that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Project funding will be used to host a conference to present the community and participating students with career alternatives and an opportunity to discuss topics such as: cancer awareness, alcohol, drugs, sex and crime.

Tasks to be Performed:

- Seek a sponsor from the communications industry
- Set date
- Invite guest speaker(s)
- Reserve Facility
- Set up for event

Level of Service to be Provided:

The conference will show students the kind of involvement and dedication needed for a positive future and will develop mutual respect between community residents and the young leaders of tomorrow.

Measurable Goals for Grant period:

- Community outreach
- Community participation
- Number of workshops presented
- Event evaluation

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

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

Neftali Torres, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

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

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **3800 E. Harris Avenue, Las Vegas, NV 89146**.

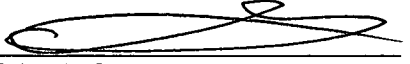
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein 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

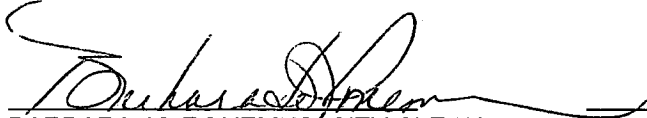
Student Organization of Latinos, "SUBRECIPIENT"


Orlando Sanchez, Director 2-19-04

 3/1/04
Mr. Nefrali Torres, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J. Pomicello 2/19/04

Exhibit "A"

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit "B"

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

CITY OF LAS VEGAS

Section 1: Identifying Information

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

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Baker Park Youth Council**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Baker Park Youth Council**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **1020 E. St. Louis Avenue, Las Vegas, NV 89104**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as "Hispanic Cultures" that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

The funding will be used as part of a celebration designed to educate the community on Hispanic culture.

Tasks to be Performed:

- Collect donations
- Purchase necessary materials and supplies
- Identify foods vendors.
- Make costumes and decorations
- Advertise event
- Set up for celebration

Level of Service to be Provided:

The project will bring awareness of the Hispanic Culture to the community.

Measurable Goals for Grant period:

- Community outreach
- Community participation
- Information provided
- Event evaluation

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

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

Skip Bothwick, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **1020 E. St. Louis Avenue, Las Vegas, NV 89104.**

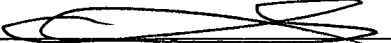
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein 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

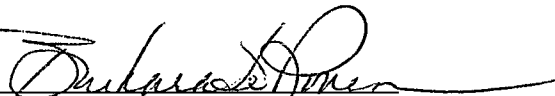
Baker Park Youth Council, "SUBRECIPIENT"


Orlando Sanchez, Director 2-19-04


Skip Bothwick, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J. Ponticello 2/19/04

Exhibit "A"

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit "B"

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Nevada Hand – Teen Leaders of the Future**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Nevada Hand – Teen Leaders of the Future**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **6650 E. Russell Road, Las Vegas, NV 89122**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as "Teens 2 Youth" that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to distribute gift boxes containing games and toys to hospitalized children suffering from cancer.

Tasks to be Performed:

- Identify hospitals thought the Candlelighters
- Purchase items for gift boxes
- Visit children in hospitals
- Distribute gift boxes

Level of Service to be Provided:

This project will provide fun items to help youth suffering from cancer pass the time, and to lift their spirits during their stay in the hospital.

Measurable Goals for Grant period:

- Number of hospitals and children identified
- Number of packets created
- Response from children receiving boxes

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

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department: **Karin Hummel**, or a designee chosen at the discretion of SUBRECIPIENT.*

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

- ☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.
- ☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability. ~~YK~~

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **6650 E. Russell Road, Las Vegas, NV 89122**.

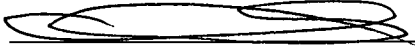
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein 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.

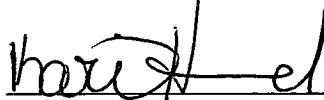
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

Nevada Hand - TLOF, "SUBRECIPIENT"



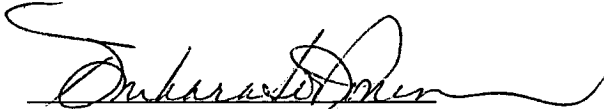
Orlando Sanchez, Director 2-19-04



Karin Hummel, PROJECT LEADER

ATTEST:

ATTEST:



BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: Ponticello 2/19/04

Exhibit “A”

X. Overall Project Budget Worksheet

[illegible]

Exhibit “B”

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Lummis Elementary School**

THIS AGREEMENT, made and entered into this 21st day of **February, 2004** by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Lummis Elementary School**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **9000 Hillpointe Road, Las Vegas, NV 89134**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as **The Lullaby Connection (TLC)** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

The funding will be used to create starter packages for newborn babies from low-income families containing diapers, clothing and a blanket.

Tasks to be Performed:

- Coordinate project activities with UMC
- Purchase supplies and create packets
- Distribute packets

Level of Service to be Provided:

Youth will create packets that will give low-income parents some of the basic necessities needed to care for their new baby.

Measurable Goals for Grant period:

- Coordination with UMC
- Number of packets created
- Number of families served
- Community response

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

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

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

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of a **August 18, 2004** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **9000 Hillpointe Road, Las Vegas, NV 89134.**

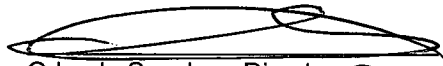
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

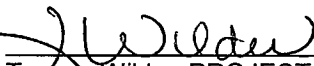
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

Lummis Elementary School, "SUBRECIPIENT"



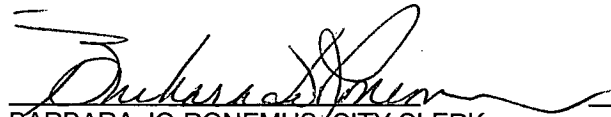
Orlando Sanchez, Director 2-20-04



Tammy Wilder, PROJECT LEADER

ATTEST:

ATTEST:



BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION:

2/18/04

APPROVED AS TO FORM:

J Penhale 2/20/04

Exhibit "A"

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit "B"

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

YNAPP MONTHLY PROGRESS REPORT FY 2003-2004

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Engineering Design Group**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Engineering Design Group**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **2301 North Tenaya Way, Las Vegas, NV 89128**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as **EDG 2004-2005 Season** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

The funding will be used to purchase materials/parts to construct a working robot to introduce students to the fields of science and engineering.

Tasks to be Performed:

- Purchase materials
- Construct robot
- Present robot during competition

Level of Service to be Provided:

The project will provide youth with a positive after-school activity, and encourage more students to study math and science.

Measurable Goals for Grant period:

- Student interest
- Student instruction
- Robot creation and function
- Competition results

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

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

Marc Rogers, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

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

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"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

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Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

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At any time during normal business hours, "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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If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

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"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

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Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of a **August 18, 2004** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **2301 North Tenaya Way, Las Vegas, NV 89128**.

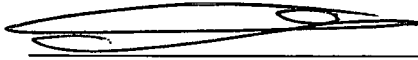
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Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any 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

Engineering Design Group., "SUBRECIPIENT"



Orlando Sanchez, Director 2-20-04



Marc Rogers, PROJECT LEADER

ATTEST:

ATTEST:



BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J. P. Bello 2/20/04

Exhibit "A"

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit "B"

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Edith Garehime Elementary School**

THIS AGREEMENT, made and entered into this **21st** day of **February**, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Edith Garehime Elementary School**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **3850 N. Campbell Road, Las Vegas, NV 89129**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as **"The Friendship Garden of the Great Gardens of Garehime"** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to create a community garden on the grounds Garehime Elementary School.

Tasks to be Performed:

- Research drought tolerant plants and water conservation
- Design layout for garden
- Purchase supplies
- Plant garden

Level of Service to be Provided:

This project will educate participating youth on the importance of water conservation and protecting the environment.

Measurable Goals for Grant period:

- Community outreach
- Community participation
- Planting of the garden
- Garden maintenance

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

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department: **Linda Willrich**, or a designee chosen at the discretion of SUBRECIPIENT.*

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

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At any time during normal business hours, "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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If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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

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As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

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"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

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The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **3850 N. Campbell Road, Las Vegas, NV 89129**.

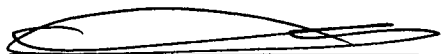
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein 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.

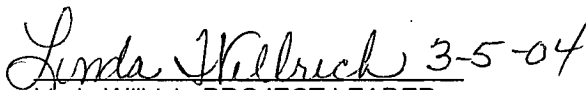
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

Garehime Elementary School, "SUBRECIPIENT"

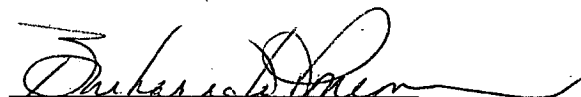


Orlando Sanchez, Director 2-19-04


Linda Willrich, PROJECT LEADER

ATTEST:

ATTEST:



BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION:

2/18/04

APPROVED AS TO FORM:

J. Ponticello 2/19/04

Exhibit "A"

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit “B”

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

YNAPP MONTHLY PROGRESS REPORT FY 2003-2004

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Cub Scout Pack 750**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Cub Scout Pack 750**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **3829 Cranbrook Hill Street, Las Vegas, NV 89129**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as "Help at the Las Vegas Rescue Mission" that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$1000 in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to purchase supplies for the residents of the Las Vegas Rescue Mission.

Tasks to be Performed:

- Coordinate volunteer activities with the Las Vegas Rescue Mission
- Identify seasonal needs of shelter residents
- Purchase and package supplies

Level of Service to be Provided:

This project will allow youth to benefit from volunteering their time with the less fortunate, and will help to replenish the supplies of the homeless shelter.

Measurable Goals for Grant period:

- Number of donated supplies
- Number of residents served
- Number of volunteer activities and hours

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

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department: **Barbara Dahl**, or a designee chosen at the discretion of SUBRECIPIENT.*

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

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A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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Income from the Project may be retained by "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 Program.

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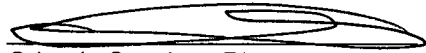
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

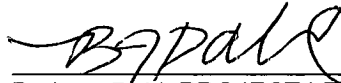
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, 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

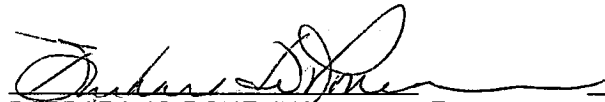
Cub Scout Pack 750, "SUBRECIPIENT"


Orlando Sanchez, Director 2-19-04


Barbara Dahl, PROJECT LEADER
J A C O B

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J. Ponticello 2/19/04

Exhibit “A”

X. Overall Project Budget Worksheet

[illegible]

Exhibit "B"

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

YNAPP MONTHLY PROGRESS REPORT FY 2003-2004

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. On the left edge, there is a circular punch hole, indicating it was designed to be part of a binder or folder. The paper appears slightly aged or off-white. There is no handwriting or printed text on the page.

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Doolittle Community Center Youth Council – Breakfast with Santa**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Doolittle Community Center Youth Council – Breakfast with Santa**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **1950 North J. Street, Las Vegas, NV 89106**

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as **Breakfast with Santa** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Project funding will be used to assist low-income families with the holidays by providing gifts and a holiday meal.

Tasks to be Performed:

- Mentoring participants
- Purchasing needed supplies
- Event set-up, cooking, serving & clean-up
- Project evaluation

Level of Service to be Provided:

This project will provide food, needed supplies and toys for the holiday season to community residents who cannot afford them.

Measurable Goals for Grant period:

- Community outreach
- Community participation
- Number of families served

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

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

Anthony Manor, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **1950 North J Street, Las Vegas, NV 89106**.

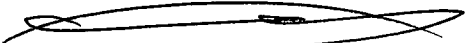
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein 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

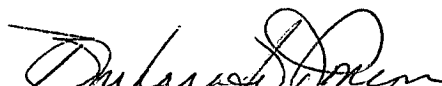
Doolittle Youth Council, "SUBRECIPIENT"


Orlando Sanchez, Director 2/19/04


Anthony Manor, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J. Ponticello
2/18/04

Exhibit “A”

Exhibit "B"

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Doolittle Community Center Youth Council – Scavenger Hunt**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Doolittle Youth Council – Scavenger Hunt**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **1950 North J. Street, Las Vegas, NV 89106**

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as **Scavenger Hunt to Benefit the Homeless** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to collect donations from community to benefit homeless families.

Tasks to be Performed:

- Designate committee members
- Seek and identify potential donors
- Collect and organize items
- Distribute items

Level of Service to be Provided:

This project will encourage youth to give back to the less fortunate in their community and will allow community members to work together to help the homeless.

Measurable Goals for Grant period:

- Community outreach
- Community participation
- Number of items donated and collected
- Number of people served

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

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

Anthony Manor, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall

accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of

Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of

this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **1950 North J Street, Las Vegas, NV 89106**.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

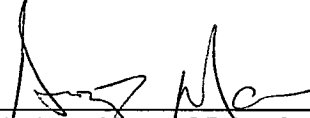
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, 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

Doolittle Youth Council, "SUBRECIPIENT"


Orlando Sanchez, Director 2-19-04


Anthony Manor, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM J. P. Bice 2/19/04

Exhibit "A"

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

Scavenger Hunt

ITEM		QUANTITY		UNIT PRICE		TOTAL PRICE	
30	Baskets	8	240			240	
30	T-Shirts	10	300			300	
30	Snacks	5	150			150	
	Miscellaneous supplies include	310 ⁰⁰				310	
	Office supplies						
	Blankets						
	Coolers						
	Drinks						
	Scale						
	Talents						
TOTALS		1000	0	0		1000 ⁰⁰	

Exhibit "B"

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Doolittle & West Community Center's Youth Councils**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Doolittle & West Community Center's Youth Councils**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **1950 North J. Street, Las Vegas, NV 89106**

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as **Stay Prepared for School Fair** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Project funding will be used to replenish school supplies for low-income youth for the second half of the school year.

Tasks to be Performed:

- Set up committees
- Purchase supplies
- Prepare school supplies packets
- Distribute school supply packets

Level of Service to be Provided:

This project will replenish the school supplies for youth from low-income families that may have been used during the first half of the school year.

Measurable Goals for Grant period:

- Community outreach
- Community participation
- Number of youth served

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

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

Anthony Manor, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **1950 North J Street, Las Vegas, NV 89106**.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

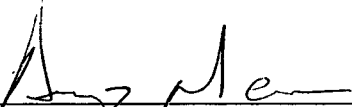
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, 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

Doolittle & West Youth Councils, "SUBRECIPIENT"


Orlando Sanchez, Director 2-19-04


Anthony Manor, PROJECT LEADER

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

ATTEST:

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J. Ponticello 2/19/04

Exhibit "A"

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

Qty	Item	Cost Per Item	FUNDING SOURCE			TOTAL COST
			THREE SIXES	General Fund	Gift Donation	
100	Ready Pack Supply We anticipate spending \$10 on each person and we will buy pencils, pens, paper, folders, crayons, color pencils, markers pencil cases	10	1000			1000 ⁰⁰
TOTALS			1000 ⁰⁰			1000 ⁰⁰

Exhibit "B"

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
West Community Center Youth Council**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **West Community Center Youth Council**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **2050 Sapphire Stone, Las Vegas, NV 89106**

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as Do You Believe? that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$ 1000 in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Project funding will be used to provide a day of movies, refreshments and a visit with Santa for neighborhood youth.

Tasks to be Performed:

- Identify School
- Receive wish lists from participating students
- Purchase materials and gifts
- Wrap gifts
- Set up and host event

Level of Service to be Provided:

This project will provide students from low-income families with a special day with Santa as well as an opportunity to interact with other members from the community.

Measurable Goals for Grant period:

- Community outreach
- Number of students participating
- Response from students and parents served

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

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

Kasina Byrdstraw, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a

timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **2050 Sapphire Stone, Las Vegas, NV 89106**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein 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

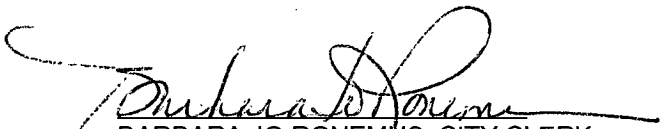
West Comm. Center Youth Council, "SUBRECIPIENT"


Orlando Sanchez, Director 2-19-04


Kasina Byrdstrav, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J. Pombal 2/19/04

Exhibit "A"

X. Overall Project Budget Worksheet

X. Overall Project Budget Worksheet

TOTALS	917.90	35.00	\$250.00	1202.90
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Exhibit "B"

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Second Baptist Church Youth and Young Adult Ministries**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Second Baptist Church Youth and Young Adult Ministries**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **500 W. Madison Avenue, Las Vegas, NV 89106**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as **Reading Over the Rainbow** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Project funding will be used to create a tutoring clinic for the students of Booker Elementary School.

Tasks to be Performed:

- Work with school staff to identify students for tutoring program
- Coordinate activities and tutoring sessions with school administration
- Purchase books and incentive items
- Host tutoring sessions

Level of Service to be Provided:

This project will provide the students of Booker Elementary with one-on-one tutoring to help them improve their reading skills.

Measurable Goals for Grant period:

- School administration participation
- Number of students participating
- Response from students and parents served

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

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

Cathy Watson, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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

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A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

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Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **500 W. Madison Avenue, Las Vegas, NV 89106**

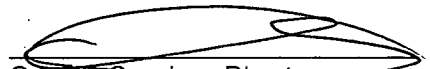
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein 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

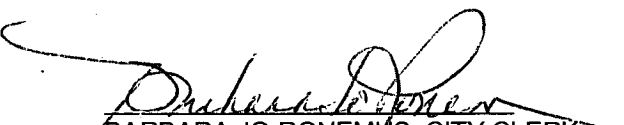
2nd Baptist Church Youth Ministries, "SUBRECIPIENT"


Orlando Sanchez, Director 2-19-04


Cathy Watson, PROJECT LEADER 3-31-04

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J. Penicella 2/19/04

Exhibit “A”

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
3	practice and learn books	14.99	44.97			44.97
2	contruction paper	3.99	7.98			7.98
2	guided reading balls	4.99	9.98			9.98
1	phonics for 3rd grade wkb	17.99	17.99			17.99
5	reading comprehension	2.45	12.25			12.25
5	1st grade phonics	2.45	12.25			12.25
1	bag of star stickers	3.99	3.99			3.99
4	package of ribbon	4.99	19.96			19.96
1	package of 36 bookmarks	3.99	3.99			3.99
1	package of 36 bookmarks	2.99	2.99			2.99
1	package of 36 bookmarks	3.99	3.99			3.99
1	mini chart	2.99	2.99			2.99
2	bag of stickers	2.29	4.58			4.58
1	bag of 36 rainbows	3.99	3.99			3.99
1	bag of 24 glitter rainbow	4.99	4.99			4.99
2	packages of awards	4.99	9.98			9.98
3	packages of 3 letter words	2.79	8.37			8.37
2	Go Fish	2.79	5.58			5.58
3	Mini bingo	11.99	35.97			35.97
1	Treasure chest	9.99	9.99			9.99
10	mini highlighters	.60	6.00			6.00
10	mini flashlights	1.65	16.50			16.50
2	glue guns	14.99		29.98		29.98
1 bx	plastic aprons	29.95		29.95		29.95
1 bx	letter stensils	17.99		17.99		17.99
1	cassette player	155.00		155.00		155.00
1	outside banner	39.95	39.95			39.95
65	packages of 10 breadsticks	4.80	31.20			31.20
15 bx	extra large pizza	9.07	136.00	136.05 AL		136.00
60	fliers/newsletter	.15	50.00	9.00 AL		50.00
30	hard/softback books	6.00	180.00			180.00
50	drop cloths	.85	42.50			42.50
TOTALS						

Exhibit “B”

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Western High School Photo Club**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Western High School Photo Club**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **4601 W. Bonanza road, Las Vegas, NV 89107**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as "Calendar" that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$1000 in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Project funding will be used to create and sell a calendar showcasing outstanding youth in the Las Vegas community. Proceeds from the calendar sales will be used to host a party for youth in local hospitals.

Tasks to be Performed:

- Solicit student nominations
- Select students to be featured in the calendar
- Take and develop photos
- Create and sell calendar
- Coordinate event activities with hospital staff
- Host event with youth in hospitals

Level of Service to be Provided:

This project will highlight the outstanding achievements of Las Vegas' youth and provide a fun activity for youth in local hospitals.

Measurable Goals for Grant period:

- Community outreach
- Community participation
- Number of calendars created and sold
- Number of youth served
- Response for youth served

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

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department: **Dana Ziegler Miller**, or a designee chosen at the discretion of SUBRECIPIENT.*

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **4601 W. Bonanza Road, Las Vegas, NV 89107.**

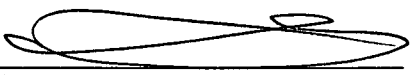
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

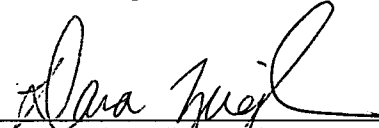
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, 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

Western High School Photo Club, "SUBRECIPIENT"


Orlando Sanchez, Director 2-19-04


Dana Ziegler Miller, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEUMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J. P. [Signature] 2/19/04

Exhibit "A"

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit “B”

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. On the left edge, there is a circular punch hole, suggesting it's part of a notebook or binder. The paper is otherwise blank, with no writing or markings other than the lines themselves.

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Boy Scouts Troop 323**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Boy Scouts Troop 323**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **8429 Palmada Drive, Las Vegas, NV 89123**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as "**West Middle School Beautification Project!**" that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used for a beautification project at West Middle School.

Tasks to be Performed:

- Collect donations
- Purchase plants and tools
- Prepare soil for planting
- Repair and test sprinklers
- Add plants to designated areas

Level of Service to be Provided:

The project will increase morale and instill a sense of pride in the students, staff and neighborhood residents by making the school campus more visually appealing.

Measurable Goals for Grant period:

- Coordination with West Middle School administration
- Change in campus appearance
- Response from students and residents

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

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

Steve Ufford, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

SM ☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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

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A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

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"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

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Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **8429 Palmada Drive, Las Vegas, NV 89130**.

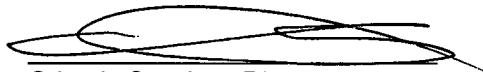
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

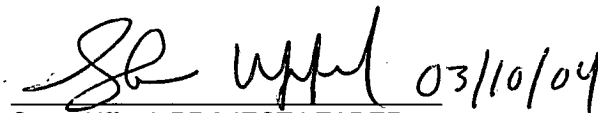
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, 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

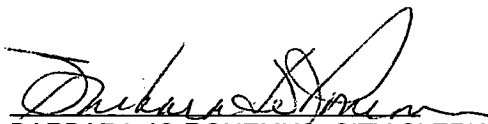
Boy Scouts Troop 323, "SUBRECIPIENT"


Orlando Sanchez, Director 2-19-04

 03/10/04
Steve Ufford, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J. P. Bicecco 2/19/04

Exhibit “A”

X. Overall Project Budget Worksheet

[illegible]

Exhibit "B"

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Gibson Community School Dream Team**

THIS AGREEMENT, made and entered into this 21st day of **February, 2004** by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Gibson Community School Dream Team**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **3990 W. Washington Avenue, Las Vegas, NV 89107**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as **Senior Helpers** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

The funding will be used to purchase food, decorations, and beverages to provide fun activities for seniors at a convalescent home.

Tasks to be Performed:

- Purchase supplies
- Organize several events and activities
- Set up/clean up

Level of Service to be Provided:

Youth from the Dream Team program will host fun events and activities for the seniors at the Archie Grant Park Senior Housing.

Measurable Goals for Grant period:

- Activities and events
- Senior participation
- Senior/ Student relationships

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

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

Tara Manor, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of a **August 18, 2004** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **3990 W. Washington Avenue, Las Vegas, NV 89107.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein 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

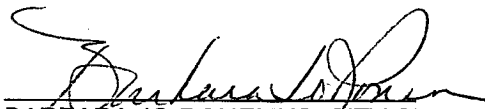
Gibson – Dream Team, "SUBRECIPIENT"


Orlando Sanchez, Director 2-20-04


Tara Manor, PROJECT LEADER 3/9/04

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 3/18/04

APPROVED AS TO FORM: J. Pombello 3/20/04

Exhibit "A"

X. Overall Project Budget Worksheet

X. Overall Project Budget Worksheet

TOTALS

Exhibit "B"

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

YNAPP MONTHLY PROGRESS REPORT FY 2003-2004

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Girl Scouts of Frontier Council Troop 141**

THIS AGREEMENT, made and entered into this 21st day of February, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Girl Scouts of the Frontier Council Troop 141**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **4808 Golfridge Drive, Las Vegas, NV 89130**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as "**Dental Fun For Everyone**" that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to create dental care packages to be distributed to at-risk schools, homeless shelters, and domestic violence shelters.

Tasks to be Performed:

- Collect donations
- Purchase items for care packages
- Create fun books
- Identify shelters and schools
- Distribute dental packages

Level of Service to be Provided:

This project will provide dental care items to members of the community who cannot afford them.

Measurable Goals for Grant period:

- Number of packages created
- Number of schools and shelters served
- Response from residents and children receiving packages

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

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department: **Dawn Schofield**, or a designee chosen at the discretion of SUBRECIPIENT.*

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

- ☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.
- ☒ *DMS* The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with 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).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2003-2004** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **4808 Golfridge Drive, Las Vegas, NV 89130**.

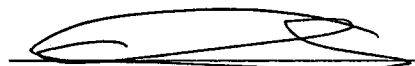
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein 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

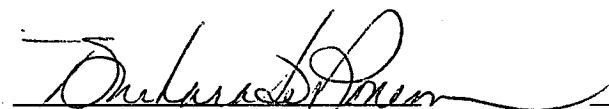
Girl Scouts Troop 141, "SUBRECIPIENT"


Orlando Sanchez, Director 2-19-04


Dawn Schofield, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J. Ponticello 2/19/04

Exhibit “A”

X. Overall Project Budget Worksheet

X. Overall Project Budget Worksheet

1475.90

Exhibit "B"

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]

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

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
National Association of Student Councils**

THIS AGREEMENT, made and entered into this **21st** day of **February**, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **National Association of Student Councils**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **10200 Centennial Parkway, Las Vegas, Nevada 89149**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

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

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2003-2004 YNAPP-funded Program known as **From Our Hearts to Yours** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 1000** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to create cards with messages of appreciation to recognize, support and thank the troops overseas for all their hard work and dedication.

Tasks to be Performed:

- Form committees
- Purchase supplies
- Make and mail cards to troops overseas

Level of Service to be Provided:

This project will encourage students to support and recognize the troops overseas which in turn will lift the moral and spirits of the men and women defending our country.

Measurable Goals for Grant period:

- Community Outreach
- Community Participation
- Number of cards created and mailed
- Response from troops receiving cards

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

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

Michael Collins, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 18, 2004** or the date first written above, until **August 18, 2004**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: 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".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 18, 2004**, or the date first written above, through **August 18, 2004**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2003-2004**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 18, 2004** but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

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

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

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.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "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 Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

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Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

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G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 18, 2004** deadline authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

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I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

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

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **10200 Centennial Parkway, Las Vegas, Nevada 89149.**

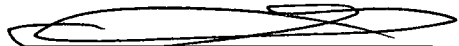
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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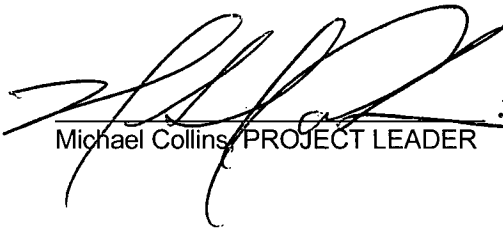
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

National Assn. of Student Councils, "SUBRECIPIENT"



Orlando Sanchez, Director 2-19-04

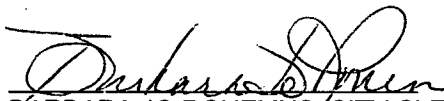


Michael Collins, PROJECT LEADER

3/10/04

ATTEST:

ATTEST:



BARBARA JO RONEUMUS, CITY CLERK

COUNCIL ACTION: 2/18/04

APPROVED AS TO FORM: J. Ponticello 2/19/04

Exhibit "A"

11/13/2003 16:28 FAX 702 382 3045

NEIGHBORHOOD SVCS

008

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit "B"

CITY OF LAS VEGAS

Section 1: Identifying Information

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

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. On the left edge, there is a circular punch hole, indicating it was designed to be part of a binder or folder. The paper appears slightly aged or off-white. There is no handwriting or printed text on the page.

SERVICE LEARNING LOG

Volunteer Name: _____ **Phone Number** _____

Address _____

[illegible]