

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Carlos Rodriguez, 320 Kane Avenue, Las Vegas, Nevada 89110

Fiscal Impact

☒

No Impact

☐

Budget Funds Available

☐

Augmentation Required

Amount:

Dept./Division:

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

REESE – Motion to bring forward and STRIKE Item 76 – UNANIMOUS with MONCRIEF excused

MINUTES:

There was no discussion.

(9:49 – 9:50)

1-926

June 16, 2004

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal to the City Council the denial by the Metropolitan Police Department of my Work Card application.

Sincerely,



Carlos Rodriguez
320 Kane Avenue
Las Vegas, NV 89110



June 16, 2004

Carlos Rodriguez
320 Kane Avenue
Las Vegas, NV 89110

Re: **WORK CARD APPEAL**

Dear Mr. Rodriguez:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **July 7, 2004**.

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,


VICKY DARLING
ASSISTANT DEPUTY CITY CLERK

/pc

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

ARRY BROWN
RENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐

CONSENT

☒

DISCUSSION

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Cathay Massage, Inc., dba Cathay Massage, Inc., 7450 West Cheyenne Avenue, Suite 113, Chen H. Liu, Dir, Pres, Secy, Treas, 100% - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding a Six Month Review of a Massage Establishment License

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting

BACKUP DOCUMENTATION:

1. Submitted at meeting: copy of letter addressed to Chen Hui Liu from Jim DiFiore regarding Cathay Massage, Inc.
2. Submitted after meeting: binder with letter dated 6/24/2004, addressed to Councilman Wolfson from Attorney William Terry regarding this matter, with enclosure of a Table of Contents for documentation separated under 15 tabs

MOTION:

BROWN – DENIED the temporary license, thereby DENYING the permanent license – UNANIMOUS with MONCRIEF excused

MINUTES:

NOTE: A Verbatim Transcript is made a part of the Final Minutes.

APPEARANCES:

OSCAR GOODMAN, Mayor

JOHN REDLEIN, Assistant City Attorney

WILLIAM TERRY, Attorney, appeared representing Chen H. Liu

LARRY BROWN, Councilman

LINDA NORVELL, Attorney, appeared representing Chen H. Liu

STEVE WOLFSON, Councilman

CHEN H. LIU

CITY COUNCIL MEETING OF JULY 7, 2004

Finance and Business Services

Item 77 - Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Cathay Massage, Inc., dba Cathay Massage, Inc., 7450 West Cheyenne Avenue, Suite 113, Chen H. Liu, Dir, Pres, Secy, Treas, 100% - Ward 4 (Brown)

APPEARANCES - Continued:

JIM DiFIORE, Manager, Business Services

STACY RODD, Detective, Las Vegas Metropolitan Police Department

BRAD JERBIC, City Attorney

(10:02 - 10:38)

1-1382



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
NET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

March 2, 2004

CERTIFIED

Mr. Chen Hui Liu
5431 Hibbetts Drive
Las Vegas, Nevada

RE: Cathay Massage Inc.; license no. M03-97190-4-100116
7450 West Cheyenne Ave., Suite 113

Dear Mr. Liu:

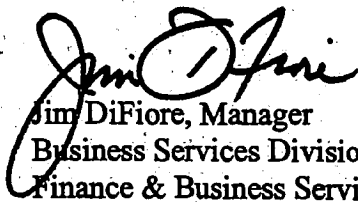
On October 1, 2003, the Las Vegas City Council approved an extension of the above-referenced massage establishment license for an additional six months pursuant to the following conditions:

- 1) The license is approved as a temporary license for a period of six months subject to City Council review at that time.
- 2) Any arrests and/or citations that occur on the premises require written notification to Business Services within 48 hours of the incident.
- 3) The hours of operation for the business are limited to 8 AM to 9 PM.
- 4) Hong Kang is not allowed to work on the premises during this six month period.
- 5) The City Council granted me the authority to suspend or revoke the temporary license if any conditions are violated.

This office received a copy of an Officer's Report dated February 24, 2004, wherein the contents of the report disclose that Yi Li Liu was cited at Cathay Massage on February 23, 2004, for Loitering for the Purpose of Prostitution. This incident was not reported by you as required, a violation of condition # 2. Details in the report indicate that Ms. Liu committed her act after 2115 hours (9:15 PM), a violation of condition # 3.

Due to these violations of the conditions imposed on the Massage Establishment License (M03-97190-4-100116), this license is **suspended**, effective immediately, pending review by the City Council scheduled for the Council meeting of April 7, 2004. It is unlawful to operate your business during this time of suspension. If you continue to operate, you are subjecting yourself to criminal misdemeanor charges and additional disciplinary action against your license.

Sincerely,


Jim DiFiore, Manager
Business Services Division
Finance & Business Services

cc: Mark Vincent
Eddie Raines
Sgt. Paul Page, LVMPD, SIS
Sgt. Anthony Arnone, LVMPD, SIS
Sgt. Reagan Alexander, LVMPD, SIS

Submitted at City Council

Date 7/7/04 Item #77

REVISED

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

CITY COUNCIL MEETING OF
July 7, 2004

VERBATIM TRANSCRIPT – ITEM 77

Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Cathay Massage, Inc., dba Cathay Massage, Inc., 7450 West Cheyenne Avenue, Suite 113, Chen H. Liu, Dir, Pres, Secy, Treas, 100% - Ward 4 (Brown)

Appearance List:

OSCAR GOODMAN, Mayor

JOHN REDLEIN, Assistant City Attorney

WILLIAM TERRY, Attorney, representing Chen H. Liu

LARRY BROWN, Councilman

LINDA NORVELL Attorney, also representing Chen H. Liu

STEVE WOLFSON, Councilman

CHEN H. LIU

JIM DiFIORE, Manager, Business Services

STACY RODD, Detective, Las Vegas Metropolitan Police Department

BRAD JERBIC, City Attorney

(10:02 – 10:38)

1-1382

36 minutes

Typed by: Gabriela S. Portillo-Brenner

Proofed by: Ydoleena Yturralde

CITY COUNCIL MEETING OF
July 7, 2004

VERBATIM TRANSCRIPT – ITEM 77

25 **MAYOR GOODMAN**

26 Seventy-seven. Discussion and possible action regarding a six-month review of the massage
27 establishment license, Cathay Massage, Inc., doing business as Cathay Massage, Inc., at 7450
28 West Cheyenne Avenue, in Suite 1-13. This is in Ward 4. Okay, we have Mr. Redlein on one
29 side, and we got Mr. Terry on another side. You wanna start off, Mr. Redlein?

30

31 **JOHN REDLEIN**

32 Your Honor, I've come as advisor for staff this morning. I think that you'll be hearing, primarily,
33 from Mr. DiFiore, the director (sic) of our Business License Division. He's supported with the
34 background information that was provided from the Special Investigations Division of Metro,
35 and I'm here to answer any questions, if there are procedural issues about your power to move or
36 to decide the matter today.

37

38 **MAYOR GOODMAN**

39 Okay. Thank you. Mr. Terry, did you want to, please identify yourself for the record and be
40 happy to hear from you.

41

42 **WILLIAM TERRY**

43 Thank you very much, Mr. Mayor.

44

45 **MAYOR GOODMAN**

46 Have to turn on the mike, though, Bill. There you go.

47

48 **WILLIAM TERRY**

49 First I'd like to identify Mr. Chen Liu, the owner/proprietor of Cathay Massage. Linda Norvell,
50 with my office, who will ask permission to address you, and I am William Terry, an attorney,
51 representing my client, 530 South Seventh Street, along with Ms. Norvell.

52 Mr. Mayor, members of the Council, what we've done is we've prepared documentation for you,
53 so that you had documents in front of you as we make our presentation to you.

54

CITY COUNCIL MEETING OF
July 7, 2004

VERBATIM TRANSCRIPT – ITEM 77

54 **MAYOR GOODMAN**

55 I'll – say this, we received those documents for our last Council meeting. This matter was
56 abeyed. I don't know whether or not those books were collected and whether they're available to
57 us again. I did have the opportunity to review it for the last meeting. But, if you want us to make
58 reference, I think it's best that we have those books in front of us, if they're available. And it's
59 certainly, and it's no one's fault if they're not available. They're not available.

60

61 **WILLIAM TERRY**

62 Those books were forwarded to each of you individually.

63

64 **MAYOR GOODMAN**

65 That, and, no question. What happened, Mr. Terry, is I know, I'll – speak for myself. I brought
66 them to the, I brought the book to the meeting. Then, after the matter was abeyed, I left all my
67 books here. The books were picked up, and they've disappeared.

68

69 **WILLIAM TERRY**

70 I believe Councilman Wolfson may have his copy with, since he was courteous enough to allow
71 us to talk with him yesterday. But –

72

73 **MAYOR GOODMAN**

74 Okay. But, that doesn't do us much good, though.

75

76 **WILLIAM TERRY**

77 But. Right. Then what I'll do is, I wanted to be brief. I'm not gonna be able to be that brief. So,
78 here's – what we have. The documentation that we provided to you, basically, shows a number
79 of things. Number one, our response in reference to what the basis of the revocation was. And
80 part of that was the notice that was received on March 2nd, 2004. And it's important because that
81 sets forth what the violations are. And those violations, while five were listed, two, in reality, are
82 the ones that, I think, were of concern. And that's that the hours of operation for the business
83 limited to 8:00 a.m. to 9:00 p.m. and, additionally, any arrests and/or citations that occur within

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ITEM 77

84 the premises require written notification to Business Services within 48 hours of the incident. We
85 have attached a copy of that.

86 Part of the documentation, which we have also provided to you, which was under Exhibit No. 8,
87 was a letter of, from our client on a prior occasion. This was a situation where an individual was
88 arrested within the establishment, and consistent with the City's directives and with the
89 agreement, Mr. Liu forwarded a letter within the 24-hour period, setting forth the fact that there
90 was, in fact, an arrest, setting forth the fact that there was, in fact, a termination. Now, we think
91 that that's in –

92

93 **MAYOR GOODMAN**

94 What was, what date was that letter?

95

96 **WILLIAM TERRY**

97 That, that date is un, the letter itself is undated. But it was an incident of 7-9-03. But, I think,
98 there's an acknowledgement that that was received within the correct period of time, because
99 that is not part of the notice of the – revocation. So, you have a prior compliance on behalf of
100 Mr. Liu when he became aware. And the distinction between an arrest and a citation may
101 become somewhat evident as we proceed.

102 You will also note that part of our exhibits were Exhibit No. 9, which was the citation that was
103 issued in this case. And, the citation itself was date, was dated this date, but also timed 21:15.
104 One of the documents that I don't believe the Council had on a prior occasion was Exhibit No.
105 10. The business keeps a log of everybody that comes in. Not by name, but by the fact that an
106 individual comes in, signs up for a massage, the length of time that they're going to be there, and
107 the amount of monies that they pay. Exhibit No. 9 is a log that was prepared prior to this incident
108 ever having arisen, in other words, it was not prepared for purposes of coming before you and
109 providing it to you. But the last entry is 8:45. In other words, the last individual, who was in this
110 case the citing officer, entered at 8:45.

111 Now, this is not a log that would be fabricated because, if you look at the log itself, you'll notice
112 that almost all of the entries have 20-minute segments, because an individual can either have a
113 massage for a 20-minute period or for a half-an-hour period. Sometimes they change their mind,

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ITEM 77

114 incidentally. Sort of like, I believe the analogy at the last Council meeting was going into a
115 restaurant, and you get admitted at five minutes to 9:00, but you order dessert at 20 minutes after
116 9:00.

117 The way that the – businesses are – organized in this business is the individual is given the
118 option of opting for additional time once he is in the business establishment. And we recognize
119 that there's a conflict between the officer's report, as he's indicating that entry was made at 9:00
120 o'clock, and what the log was. But we can only indicate to you that the log is a record that is
121 kept. It is not a fabricated document. Those documents are consistently available for inspection.

22 We also have provided to you, as Exhibit No. 11, a signed statement from the employee that was
123 working on the night of the citation. And, again, now I will address myself to the distinction
124 between a citation and an arrest. When an individual's arrested, which was not what you have
125 here, there's a little bit of a hubbub. There's a little bit of activity. An individual's taken out in
126 handcuffs. That is not what you have here. This was a citation. There's no issue about that. And
127 the problem was that the independent contractor, the woman that got the citation, did not advise
128 the on-duty person of the fact that she had received it. Now, our client had instituted directives,
129 so that anybody that got a citation, obviously, anybody that got arrested was to immediately
130 notify him. We represent to you he was not at the business premises, but he is a telephone call
131 away, and that's evidenced by the letter of April 28th. That letter indicates that, as soon as the
32 employee became aware that the ex-employee had received the citation, she notified Mr. Liu,
133 but, by that time, Metro had already notified the business establishment of the fact that there had
134 been a violation.

135 Again, he –

136

137 **COUNCILMAN BROWN**

138 Your Honor?

139

140 **MAYOR GOODMAN**

141 Yes, Councilman Brown.

142

CITY COUNCIL MEETING OF
July 7, 2004

VERBATIM TRANSCRIPT – ITEM 77

142 **COUNCILMAN BROWN**

143 Mr. Terry, just – to clarify this. I think it's important. The citation that was given to an
144 independent contractor employee –

145

146 **WILLIAM TERRY**

147 Right –

148

149 **COUNCILMAN BROWN**

50 – is how you referred to it?

151

152 **WILLIAM TERRY**

153 Yes.

154

155 **COUNCILMAN BROWN**

156 That individual did not notify, and I – lost you on that one. Did not notify –

157

158 **WILLIAM TERRY**

159 That in, did not notify any employee that was on-duty at the time. She had a duty and
60 responsibility to do that, pursuant to directives from Mr. Liu. But, because it was a citation, she
161 did not do that. And it, the documentation from the employee that was present indicates that the
162 next day the woman did not show up and eventually she continued not to show up. Once Mr. Liu
163 became aware of this, she was, obviously, terminated.

164

165 **COUNCILMAN BROWN**

166 Thank you.

167

168 **WILLIAM TERRY**

169 We have also provided you with copies – of the citation in that case. That was an original
170 citation for – loitering, which the City Attorney amended at the time that it was filed, and,
171 ultimately, that case was resolved with a stay-out-of-trouble provision, and – it's going to be

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ITEM 77

172 dismissed. And, we bring that to your attention only because this was not a conviction that
173 occurred in this case.

174 Now, part of our concern, and we – think that I've addressed myself to the – violation of the
175 nine-o'clock rule and the fact as to why Mr. Liu did not notify Las Vegas Metropolitan Police
176 Department, the Business Licensing of the citation because he was not aware of it. But we are
177 also aware that there was a supplementary report, or a report, that was prepared in reference to
178 other allegations that do not involve this massage parlor. And Ms. Norvell is gonna address
179 herself to that, with your permission, because, while we think that the notice is specific in
80 reference to what the two allegations are, we certainly recognize that you're gonna look at other
181 factors. And, unfortunately, some of the documentations, not documentations, some of the
182 representations set forth within the report from the Las Vegas Metropolitan Police Department
183 either are inaccurate, or do not – provide you with enough information. With your permission,
184 Mayor, Ms. Norvell to address you.

185

186 **MAYOR GOODMAN**

187 Ms. Norvell, please.

188

189 **LINDA NORVELL**

90 Thank you. I had an opportunity to read, review the confidential Metro report. That report's
191 dated March 16th, two thousand and four. There's three major inaccuracies contained in that
192 report that deals specifically with Mr. Liu's other massage parlor that's located in Henderson,
193 Nevada.

194

195 **MAYOR GOODMAN**

196 Where's Henderson?

197

198 **LINDA NORVELL**

199 I don't know.

200

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VERBATIM TRANSCRIPT – ITEM 77

200 **MAYOR GOODMAN**

201 That was the right answer.

202

203 **LINDA NORVELL**

204 Thank you, Mayor.

205 That massage parlor in Henderson has actually been sold at this point. But there – are three
206 allegations concerning that massage parlor that are of interest to you, I believe, because they're
207 absolutely inaccurate. First, the Metropolitan Police Department alleges that Mr. Liu has entered
08 into a settlement agreement with the City of Henderson. And, keeping in mind that the report's
209 dated March 16th, two thousand and four, I'll tell you that Mr. Terry and I represent Mr. Liu in
210 his suit against the City of Henderson and, as of last week, I was still negotiating that settlement
211 agreement. We have not entered into any settlement agreement, and we're still negotiating that.

212 Mr. Marciano provided you, John Marciano, who's an attorney in Henderson, who represents
213 Mr. Liu in that matter, along with us, has provided a letter to you contained in our booklet that
214 says the same thing, that there's no settlement agreement.

215 The second allegation contained in the report said that Mr. Liu agreed to surrender his business
216 license in Henderson as a result of some disciplinary matter; it's absolutely false. Mr. Liu has not
217 surrendered his business license. His business license is no longer of any moment to him because
18 he sold his business. And we're in negotiations with the City of Henderson, not to settle any
219 disciplinary matter, but to settle a civil suit. We filed a similar writ of mandamus in the District
220 Court, as we did in this matter. That's, Henderson case never went before their City Council. He
221 was never disciplined in that case. His license was never revoked. His parlor there has remained
222 open for business, without any disciplinary action.

223 The final allegation contained in Metro's confidential report alleges that there were five
224 prostitution-related arrests in Henderson. That's inaccurate. There were four matters in
225 Henderson, three were citations, one was an arrest. I provided you with all of the Henderson
226 Justice Court minutes involving all of those cases, and I think you'll see that none of those
227 related in a prostitution conviction.

228 The first one for Sue Yang Wang, she was charged with soliciting and unlawful touching. That
229 matter was dismissed. And that was a citation, that wasn't an arrest. The second one was for

CITY COUNCIL MEETING OF
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230 Hong Kang. She was charged with soliciting. That was amended by the, Henderson to loitering.
231 Finally, Angela Lee. She pled not guilty. She went to trial. At that point she was convicted;
232 however, John Marciano represented her in an appeal to District Court of that conviction. That
233 conviction was reversed.

234 So, I think, as you'll see, there's some inaccuracies in the Metro, Las Vegas Metropolitan Police
235 Department report, as they relate to Henderson. If you have any questions about what happened
236 in Henderson or the status of our business, I'd be happy to address those.

237

38 **MAYOR GOODMAN**

239 All right. Thank you very much. Are there questions at this time?

240

241 **COUNCILMAN WOLFSON**

242 Your Honor, please.

243

244 **MAYOR GOODMAN**

245 Yes.

246

247 **COUNCILMAN WOLFSON**

48 Mr. Terry, I really have two problems with this situation. The first is my understanding is Mr.
249 Liu, during certain periods of time, was out of the country for extended periods of time?

250

251 **WILLIAM TERRY**

252 That's correct.

253

254 **COUNCILMAN WOLFSON**

255 And I – have to believe that he, as the owner of this business, has to be responsible for the
256 activities that occur at this establishment. Now, I don't mean to imply that he can't leave the
257 country. But, if he leaves the country, I think he bears the responsibility of what occurs at this
258 establishment when he's gone. And, I think, with all due respect to you, Mr. Terry, to say that
259 he's just a phone call away, not when you're out of the country. I think it – created an

CITY COUNCIL MEETING OF
July 7, 2004

VERBATIM TRANSCRIPT – ITEM 77

260 atmosphere, perhaps, where he was an absentee owner. But, at the same time, I think that he is
261 responsible for the activities that occur at this business. Second –

262

263 **WILLIAM TERRY**

264 I have two responses to that. He, one, even had he been there, the facts wouldn't have been any
265 different. The person did not tell anybody she had received a citation. Number two, and I
266 respectfully disagree with you, he is a phone call away. We have a history that's been established
267 between his employees and himself, where he is always accessible. As an example, he was not
68 present when the arrest was made on the prior occasion, but he was immediately advised of it,
269 and it was he who immediately notified the Las Vegas Metropolitan Police Department,
270 consistent with the stipulation, the order, and the directive.

271

272 **COUNCILMAN WOLFSON**

273 I understand and respect your position, but I would respectfully disagree. If he was out of the
274 country for three or five days, I think it would be easier to understand. How long was he out of
275 the country during this period of time we're talking about?

276

277 **WILLIAM TERRY**

78 I believe it was three days.

279

280 **CHEN H. LIU**

281 In the country?

282

283 **WILLIAM TERRY**

284 Yes. Out of the, outside of the country.

285

286 **CHEN H. LIU**

287 Around – 45.

288

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288 **WILLIAM TERRY**

289 Oh, it was a total of 45 days.

290

291 **CHEN H. LIU**

292 Forty-five days.

293

294 **WILLIAM TERRY**

295 But if you ask him how many –

296

297 **COUNCILMAN WOLFSON**

298 Was it a 45-day continuous period of time?

299

300 **WILLIAM TERRY**

301 Correct.

302

303 **COUNCILMAN WOLFSON**

304 Okay, it, respectfully, I just think that's it's not as easy as being a phone call away when you are
305 in a different time zone, and an employee may call at 6:00 p.m. at night Las Vegas time, but it
06 may be a different time there.

307 The second problem I have is I understand that one of the conditions was, and I'm reading from
308 – the detectives letter, was the hours of operation for the businesses, business are limited from
309 9:00 a.m. to 9:00 p.m. Now, in my opinion, when you have a license that is conditioned on
310 certain things, it's important to adhere to those conditions to the letter. And, I understand your
311 point. Your point is that a customer came in at 8:45, so, theoretically, they're in compliance, but
312 that customer is still being provided a service after hours. I would think –

313

314 **WILLIAM TERRY**

315 Similar to a restaurant, Mr. Wolfson. You're right.

316

CITY COUNCIL MEETING OF
July 7, 2004

VERBATIM TRANSCRIPT – ITEM 77

316 **COUNCILMAN WOLFSON**

317 But we're not talking about a restaurant, Mr. Terry. We're talking about a licensee who was
318 granted a temporary license with certain conditions. We've got office, or hours of operation of
319 about 12 hours, 9:00 a.m. to 9:00 p.m. Now I wasn't here when this was granted. I'm here new
320 today. You know that. But I would think that, if I was a licensee who wanted to comply with the
321 law and prove to the citizens of Las Vegas and the City Council that I mean business, that I want
322 to follow the law, I'd have my last customer in about 8:15, 8:30 and at 9:00 o'clock the doors are
323 shut. So that's just another problem I have with this –

24

325 **WILLIAM TERRY**

326 And, Mr. Wolfson, the log shows that the last client was admitted at 8:45, consistent with the
327 directive.

328

329 **COUNCILMAN WOLFSON**

330 But I don't think that last client was out the door at 9:00 p.m. The hours of operation –

331

332 **WILLIAM TERRY**

333 And – I would acknowledge that to you. But the – requirement wasn't that all customers leave,
34 just as the requirement isn't, or a restaurant that has certain hours, that all clients, all patrons
335 must leave at 9:00 o'clock or 10:00 o'clock when the restaurant, quote, closes. They're simply
336 not going to do that.

337

338 **MAYOR GOODMAN**

339 All right --. Very good.

340

341 **COUNCILMAN WOLFSON**

342 I understand your position.

343

344 **MAYOR GOODMAN**

345 Let's go on to, do you have anymore, Mr. Terry?

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ITEM 77

346 **WILLIAM TERRY**

347 No, Sir.

348

349 **MAYOR GOODMAN**

350 All right. Ms. Norvell?

351

352 **LINDA NORVELL**

353 No.

354

355 **MAYOR GOODMAN**

356 Okay. Mr. Redlein.

357

358 **JOHN REDLEIN**

359 Mr. Mayor, I, forgive me for getting into a couple of factual items, because I really wanna leave
360 that to Detective Rodd and your business-licensing director. Most of what I am about to say is –
361 legal and procedural but it – does require a couple of factual references. When Mr. Liu applied
362 for licensure with the City of Las Vegas, he presented himself to us with no personal problems
363 that he was guilty of in his background. And, yet, nevertheless, in October of 2002, he was
364 granted a temporary license. And the reason he was granted the temporary license was because
365 his wife, who's named Hong Kang, had been denied a massage license in the State of California
366 for a prostitution arrest. She had been arrested a couple of times in California, subsequently, for
367 conducting massages without a license, and then he, in May of 2001, she was arrested here for
368 soliciting prostitution, and she pled to loitering for the purposes of prostitution, and she was also
369 cited by local authorities for a couple of more instances of conducting massage without a license.
370 So, his problem, when he presented himself to us, was his wife, who apparently was using this
371 enterprise to commit prostitution and was willing to completely ignore the laws that required
372 licensure to engage in this enterprise. And you have a declaration in the Municipal Code that
373 makes this a privileged enterprise that has a direct health, safety, and welfare impact to the
374 public, and it is for one reason. It's not because someone's likely to get hurt getting a massage,
375 it's because of the deep historical connection between this enterprise and prostitution trade. It's

CITY COUNCIL MEETING OF
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376 one of the reasons that a use permit is required for all of these establishments. That keeps them a
377 certain amount of distance from schools, churches, and parks and so forth.

378 So, when he comes to us, he gets a temporary license because he's married to somebody who
379 represents the evils that our whole scheme is designed to prevent. In October of 2002, he gets a
380 six-month license. It has certain conditions attached to it. The officers from the Metropolitan
381 Police Department set about to keep track of him, and they find out that when he comes back to
382 us for his first six-month review, which was ordered, along with those conditions, that he'd been
383 open only for a couple of months. He'd been away. There was remodeling going on, and the
384 feeling was, in April of 2003, the first time he presented himself for review, that we didn't know
385 enough about how he was gonna conduct business to either confirm him or deny him.

386 Now, Sunset, his other business, had been open in Henderson for some time at the time of the
387 first review, so we bumped it along until the fall of 2003. There were problems that made staff
388 uncomfortable with confirming, that he should have a license, and then, when we get into 2004,
389 we have more trouble where there are arrests or citations in Henderson and in his Las Vegas
390 establishment.

391 The procedural posture that we're presented with today is that this is a person, with a temporary
392 license extended for review a number of times, who has never had a license from the City. It
393 was, finally, in March of this year, suspended by the business license director. A rather unusual
394 condition that was attached to his original temporary license in October of '02, because we knew
395 of the problems and, if problems manifested themselves, the Council wanted Mr. DiFiore to have
396 the power to shut him down before we come back here and make the final consideration on his
397 license application. He is a person who once a temporary license, which has now been
398 suspended, and he is in exactly the same posture as he was in October of '02. He presents
399 himself to you for a privileged license with the obligation to prove that he knows how to run a
400 business, and he knows how to avoid soliciting problems in his businesses. And, that's exactly
401 where we find ourselves. For why he has failed, you've heard from Mr. Terry and Ms. – Norvell
402 about why they think he's done okay. Obviously, the police and business licensing have a
403 different view, and I prefer that you discuss those details with them.

404

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404 **MAYOR GOODMAN**

405 Fine. Who wants to go first? Detective or Mr. DiFiore? I think we know what the facts are now.
406 I'm more interested if there's any deviation on the facts, if you would address that, not the law.

407

408 **JIM DiFIORE**

409 Well, Mayor, on the point with regard to the hours that the undercover vice officer entered the
410 establishment and was given the massage and, subsequently, the young lady was cited for the
411 offense she did, I will stand by the officer's report and a copy of the citation, which I have here,
412 which indicates that the violation date is 2/23/04. The time was 21:15 hours, which is 9:15, and
413 the citation was issued on that same date at 21:45 or 9:45. So, he offered, he – purchased a one-
414 half-hour massage. He did his undercover investigation, and he issued the citation following that,
415 so I would stand by his record.

416

417 **MAYOR GOODMAN**

418 All right. Detective?

419

420 **STACY RODD**

421 Mayor and Council, very briefly. You have the reports. You have what we have generated, as far
422 as our follow-up investigations on the applicant on his two businesses and on the violations. I
423 don't think a whole lot of that is in – debate. I think there's an issue of – arrest versus citation.
424 The, I don't choose to address that just because it's a matter of interpretation.

425

426 **MAYOR GOODMAN**

427 All right. Thank you.

428

429 **STACY RODD**

430 However, what you do have before you in this documentation is a pattern. A pattern of behavior
431 by a licensee, who, number one, as Councilman Wolfman, Wolfson very accurately pointed out,
432 is acting, unfortunately, as an absentee owner. He's delegating his responsibilities and his
433 authorities under this license, this temporary license that you granted for a proving period to

CITY COUNCIL MEETING OF
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434 other persons. Apparently, he's comfortable enough with other people either running or working
435 at the establishment in his absence that these things won't happen. Well, he was proven the
436 contrary. We do have these violations. And we don't have one or two; we have a pattern of them.
437 We have them in two different jurisdictions. We have a license being suspended here because of
438 this activity, and we have issues with the license in Henderson, which I understand is no longer a
439 place, and I'm sure Mr. DiFiore will address why it's no longer a place and the circumstances
440 surrounding the closure of that business. However, I would just bring back to the, to home the
441 point –

42

443 **WILLIAM TERRY**

444 Since this was not closed, we would object to that.

445

446 **MAYOR GOODMAN**

447 I appreciate that. I'm gonna give you an opportunity to wind up.

448

449 **WILLIAM TERRY**

450 Thank you.

451

52 **STACY RODD**

453 My reference was to closure. I didn't say who closed it. The business is now closed under his
454 ownership. Okay.

455 So –, we have a pattern here, Mayor and Council, of activity in two jurisdictions on numerous
456 occasions. They all involve improper massage, improper licensing, and prostitution activities. All
457 of these under a temporary license while they know they're being monitored, while they can
458 expect us to come out and – review their activities. We have to tell them we can't find the owner
459 there, and these are the activities that occur in his – absence.

460 So, I would just refer back to the record. That our concerns are based in the activity that we've
461 witnessed, documented, and presented to you. And they directly address this applicant's
462 suitability.

463

CITY COUNCIL MEETING OF
July 7, 2004

VERBATIM TRANSCRIPT – ITEM 77

463 **MAYOR GOODMAN**

464 Thank you very much. What I'd like to do, Councilman Brown, it's in your ward, do you have
465 any questions you'd like to ask at this time?

466

467 **COUNCILMAN BROWN**

468 Not at this time.

469

470 **MAYOR GOODMAN**

471 All right. Very good. Mr. Terry, why don't you respond.

472

473 **WILLIAM TERRY**

474 Thank you.

475

476 **MAYOR GOODMAN**

477 And do it as succinctly as you can.

478

479 **WILLIAM TERRY**

480 I will, Sir.

81

482 **MAYOR GOODMAN**

483 Thank you.

484

485 **WILLIAM TERRY**

486 First of all, if you'll look at the March 2nd notice, it certainly sets forth what the requirements
487 were from the prior City Council, which was that Hong Kang is not allowed to work on the
488 premises during the six-month period. You did not hear Mr. Redlein say to you that that
489 condition was violated. To the contrary, she complied and my client complied with that directive.
490 She was not present. She did not work. That is not part of what we're here for today. There,
491 we're only here for two things: the business hours and the citation. The pattern activity, which
492 the officer referred to, and the absenteeism, the absenteeism really has no affect because he was

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ITEM 77

493 gone on a prior occasion when an arrest occurred and he notified the City within 24 hours. Total
494 compliance.

495 Secondly, everybody concedes that nobody was notified of the fact that the citation had been
496 issued. The first notification that he received was through the other employee after she found out,
497 and he completely responded to that by terminating the individual. There is no pattern of any
498 activity. There is no wife that is present. And I could tell you that some of the representations
499 made by Mr. Redlein in reference to what happened with the wife in California are not accurate,
500 but I don't think that that's particularly relevant because he complied totally with your directive
01 that she not be present on the business premises.

502

503 **MAYOR GOODMAN**

504 Thank you. I wanna ask Mr. Redlein some questions.

505

506 **JOHN REDLEIN**

507 Yes, Sir.

508

509 **MAYOR GOODMAN**

510 Mr. Redlein, are you, do you have the LVMPD inter-office memorandum dated March 16th,
11 2004?

512

513 **JOHN REDLEIN**

514 Authored by Tony Weeks from Special Investigations; I have read it.

515

516 **MAYOR GOODMAN**

517 Very good. Is it a fair statement that what is before us today are items two and three and a belief
518 that number four has been abused? In other words, what we're here to consider today, as I
519 understand it, is whether there were any arrests and/or citations that occur on the premises
520 require written notification of Business Services within 48 hours of the incident. We have Mr.
521 Terry's explanation that there was no advice of this citation, based on whatever factors were
522 there. And, also, three, the hours of operation for the business are limited from 9:00 a.m. to 9:00

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VERBATIM TRANSCRIPT – ITEM 77

523 p.m. He says that the customer came in, and then stayed after that. Is that what we're looking at
524 today, or are we looking at, as the detective indicates, what concerns him is a pattern? I'm
525 troubled by the fact that a pattern is not alleged here, that what's alleged are some very specific
526 violations. You tell me.

527

528 **JOHN REDLEIN**

529 Well, very specific violations would more commonly typify a revocation action. This guy is still
530 on a probationary status for a license to find out whether the connection with his wife and her
531 prior misconduct is meaningful in terms of your license. And so, the pattern is relevant to find
532 out if the original concerns have validity. As far as the condition, I, folks have left out something
533 that was contained in the reports that I reviewed that there was a soliciting arrest at Cathay on
534 July 9th of 2003 that was reported to Mr. DiFiore. Which is certainly relevant to the original
535 concerns. What kind of place is he reporting?

536

537 **MAYOR GOODMAN**

538 And so, basically, –

539

540 **JOHN REDLEIN**

41 So that's not grounds for – revocation, necessarily.

542

543 **MAYOR GOODMAN**

544 So are we looking at suitability at this point or are we looking –

545

546 **JOHN REDLEIN**

547 Absolutely.

548

549 **MAYOR GOODMAN**

550 That's what –

551

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ITEM 77

551 **JOHN REDLEIN**

552 It's never changed.

553

554 **MAYOR GOODMAN**

555 All right. That's what's before us, Mr. Terry.

556

557 **JOHN REDLEIN**

558 Is he a right guy to have a license?

559

560 **MAYOR GOODMAN**

561 And that's what, see that's, that's what concerns me a little bit. It's not the specifics, which I
562 think you prevailed on, myself, but it's the suitability of the gentleman, and that's the argument
563 of the detective here. He finds a certain type of conduct activity on the part of your client that he
564 believes makes him unsuitable for the license to be made a permanent license.

565

566 **WILLIAM TERRY**

567 And the only thing I would say to that, Mr. Mayor, is that is not what the March 2nd letter says. It
568 does not say suitability. It says five things, only two of which are alleged.

69

570 **MAYOR GOODMAN**

571 See that's what I have in front of me here; that's why I asked the question. All right. Thank you
572 very much. Any other questions at this time or comments?

573

574 **COUNCILMAN WOLFSON**

575 Well, excuse me, Mayor, just a question for clarification. Are we of the opinion that we're
576 restricted to just those conditions as stated in the March 16th letter?

577

CITY COUNCIL MEETING OF
July 7, 2004

VERBATIM TRANSCRIPT – ITEM 77

577 **MAYOR GOODMAN**

578 That's why, according to our lawyer, and Mr. Redlein is, he's our lawyer, he's telling us that
579 we're not restricted to that. If we were restricted to that, Councilman, I'd find in favor of the –
580 gentleman, but –

581

582 **JOHN REDLEIN**

583 I would suggest two things about the conditions from October of – '02. Number one, it's a clear
584 message to him that you're gonna go down in flames if you violate any of these, but, more
585 importantly, because of the final conditions, it's a clear signal to him that Mr. DiFiore's gonna
586 shut him down with a immediate suspension if he violates any of these things. There're a world
587 of grounds for disciplining or denying somebody for licensure, trouble in other jurisdictions,
588 inability or refusal to follow conditions, the essential concern about he's – somebody who comes
589 to us with baggage. His baggage is his wife, and his wife's been a problem since he was licensed.

590

591 **MAYOR GOODMAN**

592 Let me say, let me interrupt you. Mr. Jerbic, I feel more comfortable asking you the question
593 because Mr. Redlein's playing a dual position here. He's acting as an advocate and not
594 necessarily as an impartial attorney advising us. What is before us today?

95

596 **BRAD JERBIC**

597 What is before you today are the allegations that are contained in the March 16th letter. I think
598 that Mr. Redlein makes a good point that suitability has always been there. But I will tell you that
599 the very nature of Mr. Terry's lawsuit, which has resulted in us being here today, is that – does
600 not give notice, adequate notice as to what he is to defend his client of. It's a due process
601 violation. I think, if this Council considers things beyond that particular backup material, that
602 we're going to have the same lawsuit with the same argument, and it'll be up for a court to
603 decide. And I cannot tell you that the court would decide in favor of Mr. Redlein's argument.

604

605 **MAYOR GOODMAN**

606 And I – agree. Any other comments or questions at this time? Councilman Brown?

CITY COUNCIL MEETING OF
July 7, 2004

VERBATIM TRANSCRIPT – ITEM 77

607 **COUNCILMAN BROWN**

608 Thank you, Your Honor. The March 16th memo from Detective Weeks, it indicates officers
609 entered the establishment at 9:15. I'm assuming that's 9:15 p.m.; is that correct? That's point
610 number one. And point number two is the citation, the failure to notify within 48 hours. Mr. Liu
611 did not notify the City under that condition?

612

613 **JIM DiFIORE**

614 That is correct.

615

616 **COUNCILMAN BROWN**

617 Okay. Your Honor, my –, there's a little bit of history, and, without having the original approval
618 in front of us, these conditions, as listed, are certainly what came out of that action. But there was
619 testimony at the time, plenty of background, plenty of concern, alleged incidents. I think those
620 were not so pertinent to end up as a condition, but, certainly, critically important in the suitability
621 at that time. And my memory serves me correctly, this was going to be a very short leash. We, I
622 think, went out of our way to give Mr. Liu the opportunity, at the time, and – put the temporary
623 license with very, very specific that any violation of those would be revocation.

624 So, with all due respect to a lot of the arguments or the issues that were raised regarding
25 Henderson and a pattern and all the other things that Mr. Terry, Ms. Norvell, and the City has
626 brought up, I'm prepared to make a motion, based on what's in front of us, with the violation of
627 those rules.

628

629 **JOHN REDLEIN**

630 And may I – be heard for ten seconds, and I think that it's likely to change your vote, Mr. Mayor,
631 on this motion. I've now looked at this March 2nd letter that your Council just suggested. It's a
632 notice of charges. This is the letter by which the manager of the business-licensing department
633 exercised the condition that you set in October 2nd of 2002, which in he said, I am now
634 suspending you. Your license is suspended.

635

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VERBATIM TRANSCRIPT – ITEM 77

635 **MAYOR GOODMAN**

636 Let me see it.

637

638 **JOHN REDLEIN**

639 So it was, and I don't think any notice was necessary for that. You gotta tell somebody that the
640 business is closed, so you can't run and cite them the next day 'cause you kept it a secret. But
641 that is a terrific notice for the action that he was empowered to take this year in March and that
642 he took. And there's nothing else that summons this applicant, and he is not an license holder. He
643 is an applicant for a license that requires specific proofs, as it would were this a revocation.

644

645 **MAYOR GOODMAN**

646 All right. I appreciate that. Mr. Jerbic, are you familiar with the March 2nd letter?

647

648 **BRAD JERBIC**

649 I am.

650

651 **MAYOR GOODMAN**

652 Basically, this does outline, with specificity, the areas of concern. Do you believe that that is not
653 sufficient notice? Or did a court find that this was not sufficient notice as to why the City acted
654 as it did?

655

656 **BRAD JERBIC**

657 The court made no finding in this matter. A, Mr. Terry filed for a writ. The writ was granted. As
658 a result of the writ being granted, Mr. Henry, who's seated to my right, negotiated with Mr.
659 Terry that this Council would rescind its original action and reconsider this matter. I think that in
660 a perfect world you would have not only this letter, but you would have a new notice as to what
661 would be before Mr. Clerry's, Mr. Terry's client at this particular hearing. I think the absence of
662 – that clarification does create an issue. I think that Mr. Redlein's point is well taken, that he
663 certainly does have some notice. Whether it's perfect enough notice for a court to feel that due
664 process was given, we'll only find out if there's a lawsuit.

CITY COUNCIL MEETING OF
July 7, 2004

VERBATIM TRANSCRIPT – ITEM 77

665 **MAYOR GOODMAN**

666 Okay. Well, you're right, Mr. Redlein, this does change my mind. I think –

667

668 **WILLIAM TERRY**

669 The March 2nd letter, Mr. Mayor, does not address itself to suitability.

670

671 **MAYOR GOODMAN**

672 No, it doesn't. And we're not finding on suitability. We've been advised that that is not our, the
673 issue today. The issue is whether or not there are any violations of the five conditions that were
674 set forth, and, if in fact there were, we have the opportunity to take appropriate action based on
675 that. That's the way I see what has happened here this morning. So, I'm ready to consider, do
676 you have a motion, Councilman?

677

678 **COUNCILMAN BROWN**

679 I do. Mr. DiFiore, your recommendation is to uphold the revocation? Has it –, be specific.

680

681 **JOHN REDLEIN**

682 Terminology is important here. The issue would be whether his original application, made in the
683 year 2002, shall be approved or denied. I leave for Mr. DiFiore to tell you what he recommends,
684 as approver or denier of an application.

685

686 **JIM DiFIORE**

687 I would recommend denial of the temporary license, which, again, now then denies the
688 permanent license for this business.

689

690 **COUNCILMAN BROWN**

691 Okay. And that is based on a – violation of original Condition No. 3 and No. 2?

692

693 **JIM DiFIORE**

694 That's correct.

CITY COUNCIL MEETING OF
July 7, 2004

VERBATIM TRANSCRIPT – ITEM 77

695 **COUNCILMAN BROWN**

696 All right. Your Honor, I would move to follow the recommendation.

697

698 **MAYOR GOODMAN**

699 All right. Thank you. Let's vote, please. Post. Motion carries. (Motion carried unanimously
700 with MONCRIEF excused.) Nice presentation everybody. Thank you.

701

702 **WILLIAM TERRY**

703 Thank you.

704

(END OF DISCUSSION)

705 /gpb; yy

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. regulations, Nameer I. Kalandos, dba MIC Market, 5000 West Charleston Boulevard, Suite 7, Nameer I. Kalandos, 100% - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler Off-sale License

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes and Health Dept. regulations with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Dave Eder
3. Map

MOTION:

REESE – APPROVED the temporary license, subject to provisions as recommended, with the manager of Business Services granted the authority to approve the permanent license after completion of appropriate process – UNANIMOUS with MONCRIEF excused

MINUTES:

The applicant was present and requested approval.

JIM DiFIORE, Manager, Business Services, stated the applicant met all the requirements to be considered for a temporary license. He suggested approval as recommended.

(11:17 – 11:18)

2-882

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. regulations, Nameer I. Kalandos, dba MIC Market, 5000 West Charleston Boulevard, Suite 7

The applicant is requesting approval of a temporary license as provided by LVMC 6.06.051, which reads as follows:

(A) City Council may grant a temporary license pending its decision regarding a license application in order to determine:

- (1) The applicant's fitness for a license; and
- (2) The appropriateness of the applicant's business location.

(B) A temporary license shall not be granted under this Section unless:

- (1) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable fees;
- (2) The Director makes a preliminary finding that all of the principals of the business are suitable; and
- (3) The applicant has submitted a completed and accurate license application and has paid all required application fees.

The attached letter dated May 25, 2004 outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on May 28, 2004. Based on a review of the Scope printout and his prior license history in Clark County, we have determined that he is preliminarily suitable to hold a temporary alcoholic beverage license until the investigation is complete.

In the event the Special Investigations Section, Las Vegas Metropolitan Police Department, should develop an area of concern with this applicant this item will be brought back before the Council for appropriate action.



Nevada Gaming Application Consultants

Specializing in Liquor and Gaming Applications

777 E. Quartz Ave., PMB 7707, Sandy Valley, NV 89019

(702) 396-6422 Toll-Free 1-888-777-6422 Fax 1-800-745-6422

May 25, 2004

City Of Las Vegas Business License
300 Stewart Ave 3rd Floor
Las Vegas NV 89101
Attn: Eddie Raines

RE: Mic Market Request for Temporary
Pkg. Beer & Wine License.

Dear Mr. Raines

Nameer Kalandos, the owner of Mic Market located at 5000 W. Charleston Ave. Suite # 7, Las Vegas NV, is respectfully requesting that he be granted a temporary Pkg. Beer & Wine License for the Mic Market.

Mr. Kalandos had to apply for a special use permit for this location, and the process took three months. In addition he experienced problems with the lease. This problem took another two months to resolve. Mr. Kalandos is now getting started on installing fixtures and getting the store ready to open. The lease payments are starting this month. This will cause a financial hardship on Mr. Kalandos if he is not able to open the store with full services.

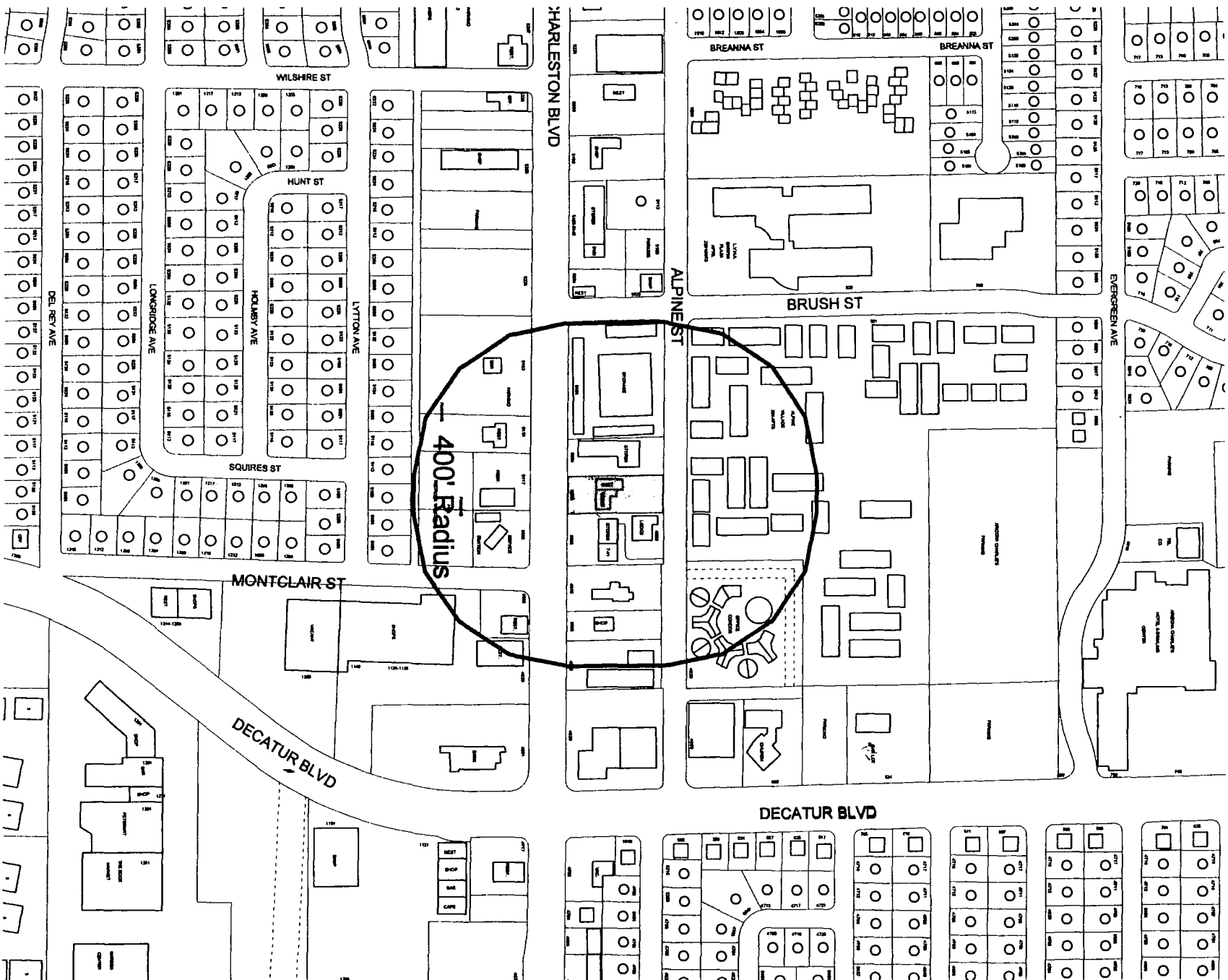
Mr. Kalandos has been licensed by Clark County Business License on two County locations for many years. He has had no problems with either location.

Thank you in advance for your consideration in this matter.

Sincerely,

Dave Eder
Nevada Gaming Application Consultants

MIC Market



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Banquet Facility License subject to the provisions of the fire codes and Health Dept. regulations, Ruben V. Gonzalez, DDS, Inc., dba La Hacienda, 1072 North Rancho Drive, Ruben V. Gonzalez, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Banquet Facility License

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes and Health Dept. regulations with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Dave Eder
3. Map

MOTION:

WEEKLY – APPROVED the temporary license, subject to provisions as recommended, with the manager of Business Services granted the authority to approve the permanent license after completion of appropriate process – **UNANIMOUS** with **MONCRIEF** excused

MINUTES:

The applicant was not present.

JIM DiFIORE, Manager, Business Services, stated the applicant met all the requirements to be considered for a temporary license. He suggested approval as recommended.

(11:18 – 11:19)

2-915

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Banquet Facility License subject to the provisions of the fire codes and Health Dept. regulations, Ruben V. Gonzalez, DDS, Inc., dba La Hacienda, 1072 North Rancho Drive

The applicant is requesting approval of a temporary license as provided by LVMC 6.06.051, which reads as follows:

(A) City Council may grant a temporary license pending its decision regarding a license application in order to determine:

- (1) The applicant's fitness for a license; and
- (2) The appropriateness of the applicant's business location.

(B) A temporary license shall not be granted under this Section unless:

(1) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable fees; and

(2) The Director makes a preliminary finding that all of the principals of the business are suitable; and

(3) The applicant has submitted a completed and accurate license application and has paid all required application fees.

The attached letter dated June 1, 2004 from Mr. Dave Eder of Nevada Gaming Consultants, outlines the request for a temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on June 10, 2004. This principal has been previously investigated and approved for a beer/wine/cooler on-sale liquor license at La Choza #2 at 1002 North Rancho Drive on April 16, 2003, and at La Choza de Don Cheche at 1558 North Eastern Avenue on October 10, 2003. Based on these prior approvals and a review of the May 27, 2004 letter of transmittal from the County of Los Angeles Sheriff's Department, furnished to this Department by Mr. Gonzalez, we have determined he is preliminarily suitable to hold a temporary liquor license until the investigation is complete.

In the event the Special Investigations Section, Las Vegas Metropolitan Police Department, should develop an area of concern with this application this item will be brought back before the Council for appropriate action.



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777 E. Quartz Ave., PMB 7707, Sandy Valley, NV 89019

(702) 396-6422 Toll-Free 1-888-777-6422 Fax 1-800-745-6422

June 1, 2004

*City Of Las Vegas
Business License Department
300 E. Stewart Ave. 3 Floor
Las Vegas NV 89101
Attn: Eddie Raines*

*RE: La Hacienda
Request for Temporary liquor License*

Dear Mr. Raines

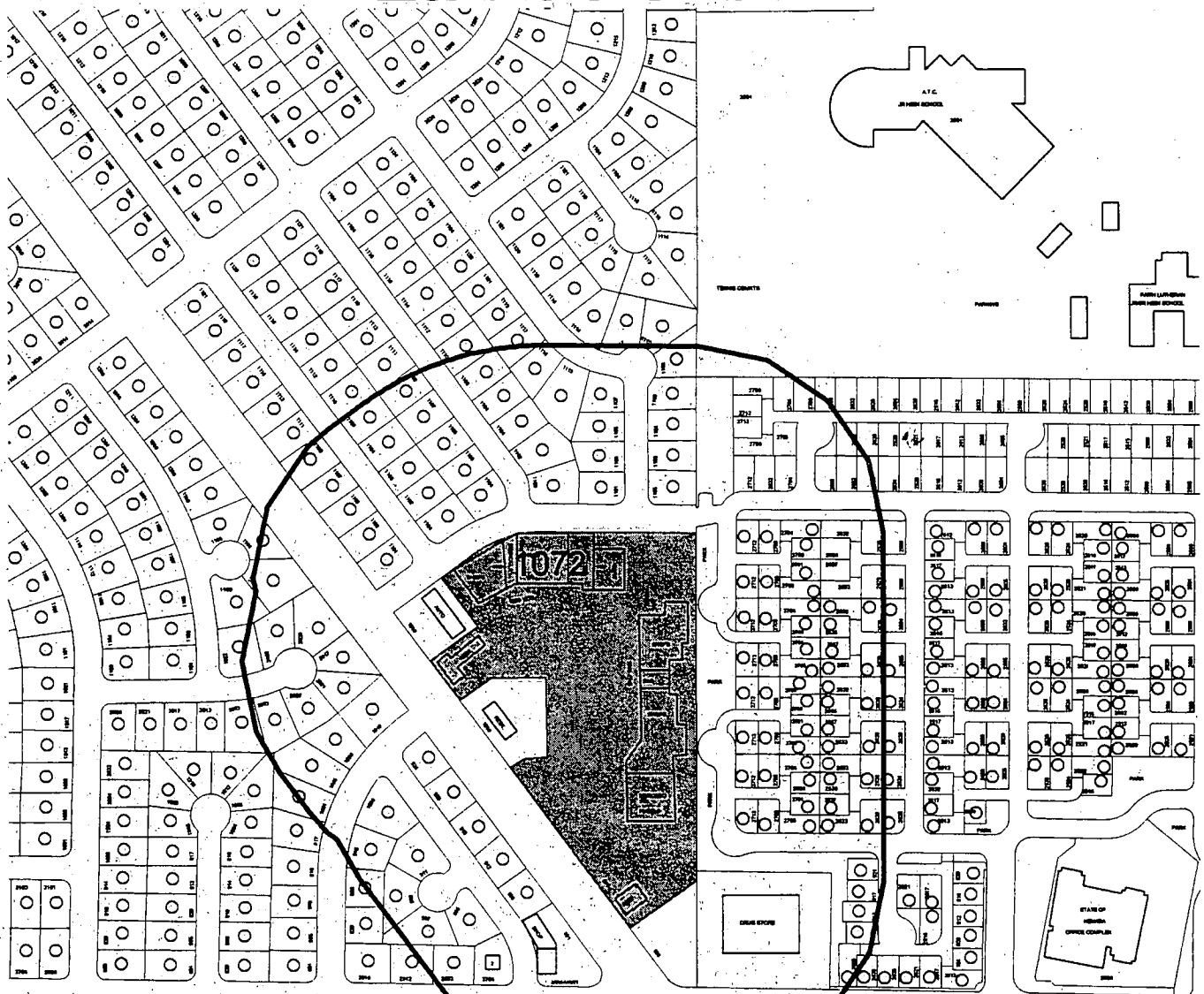
Dr. Ruben Gonzales has been trying to open the La Hacienda since August 2003. He has experienced months of delays, all due to problems beyond his control. Dr. Gonzales has had to keep up with the lease payments and maintenance cost all these months with out any income to off set his expenses, this has caused Dr. Gonzales a cash flow hardship. Dr. Gonzales has been licensed twice for beer & wine his last approval was in August 2003 for La Choza Restaurant. Dr. Gonzales is respectfully asking that he be granted a Temporary Liquor License so he can start operating La Hacienda.

A letter from the Los Angeles Police Department his attached with this request.

Sincerely,

Dave Eder
Nevada Gaming Application Consultants

La Hacienda



400' Radius

0 200 400 Feet

N

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Tavern-Limited License subject to the provisions of the planning and fire codes and Health Dept. regulations and Liquor Control conditions for a Tavern-Limited License, Take 1, Inc., dba Take 1, Inc., 707 Fremont Street, John V. Ardito, Dir, Secy, Treas, 95%, Gary Sax, Pres, 5% (**NOTE: Item to be heard in the afternoon session in conjunction with Item #159 - SUP-4366**) - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Tavern-Limited License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes and Health Dept. regulations and Liquor Control conditions for a Tavern-Limited License with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Gary Sax
3. Map

MOTION:

WEEKLY – APPROVED the temporary license, subject to provisions as recommended, with the manager of Business Services granted the authority to approve the permanent license after completion of appropriate process – **UNANIMOUS**

MINUTES:

NOTE: All discussion for Item 159 [SUP-4366] and Item 80 [Take 1 Inc., dba Take 1 Inc.,] was held under Item 159 [SUP-4366].

(5:04 – 5:06)

6-944

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Tavern-Limited License subject to the provisions of the planning and fire codes and Health Dept. regulations, Take 1, Inc., dba Take 1, Inc., 707 Fremont Street

The applicant is requesting approval of a temporary license as provided by LVMC 6.06.051, which reads as follows:

(A) City Council may grant a temporary license pending its decision regarding a license application in order to determine:

- (1) The applicant's fitness for a license; and
- (2) The appropriateness of the applicant's business location.

(B) A temporary license shall not be granted under this Section unless:

- (1) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable fees;
- (2) The Director makes a preliminary finding that all of the principals of the business are suitable; and
- (3) The applicant has submitted a completed and accurate license application and has paid all required application fees.

The attached letter dated June 11, 2004 from Gary Sax, President of Take 1, Inc., outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on May 7, 2004. Based upon a review of the Scope printouts for Messrs. Ardito and Sax, we have determined they are preliminarily suitable to hold a temporary alcoholic beverage license until the investigation is complete.

In the event the Special Investigations Section, Las Vegas Metropolitan Police Department, should develop an area of concern with this applicant this item will be brought back before the Council for appropriate action.

Las Vegas Municipal Code 6.50 (Liquor Control) regulates the Tavern-Limited License more stringently than tavern operations that are located outside the Downtown Entertainment Overlay District in an effort to assure consistency in the standards developed and adopted by the City Council. Listed below are the conditions that a Tavern-Limited licensee must adhere to while operating this business:

6.50.250

(A) A tavern-limited license:

- (1) Authorizes the sale of alcoholic beverages only for consumption on the premises where the same are sold.
- (2) May only be issued for premises located in the downtown entertainment overlay district or in another entertainment district that may be established by this Chapter.
- (3) Is not transferable, except to a location within the same entertainment district and to an operator who has been approved by the City Council.

City of Las Vegas

CITY COUNCIL MEETING OF JULY 7, 2004

Finance and Business Services

Discussion and possible action regarding Temporary Approval of a new Tavern-Limited License subject to the provisions of the planning and fire codes and Health Dept. regulations, Take 1, Inc., dba Take 1, Inc., 707 Fremont Street

(B) A tavern-limited license, or the transfer of a license, may be conditioned upon one or more of the following:

(1) The prior creation of an improvement district for a commercial area vitalization project for the District, and a binding commitment of continued full participation by the property owner (and any tenant or licensee) in the improvement district.

(2) Annual review for conformity to licensing standards and conditions.

(3) Submittal of a Business Security Plan, to be approved by the City, with the review and recommendation of Metro.

(4) Submittal of a Sidewalk/Streetscape Maintenance Plan and Budget, to be approved by the City.

(5) A requirement for live entertainment to be provided at least four nights per week, including but not be limited to the following:

(a) Tavern with music entertainment venue, with live music (jazz, blues, reggae, hip hop, rock'n'roll, etc.), including bar and cocktail service;

(b) Supper club/restaurant, serves full meals and light snacks, with live music, with or without dancing, including bar and cocktail service;

(c) Dance hall/night club/discotheque, dancing with live music or live disk jockey, including bar and cocktail service;

(d) Tavern with comedy entertainment venue, with live comedic performers, including bar and cocktail service;

(e) Tavern with karaoke entertainment venue, with amateur guest performers, including bar and cocktail service;

(f) Themed restaurant, with discernible and unique theme, style or character, serves full meals and light snacks, including bar and cocktail service;

(g) Themed night club, with discernible and unique theme, style or character, dancing with live music or live disk jockey, including bar and cocktail service;

(h) Themed tavern, with a discernible and unique theme, style or character, including bar and cocktail service; and

(i) Other live entertainment venues, to be determined by the City Council for acceptability and conformity to the goals and objectives of the District.

(6) Such other conditions as may be recommended by City staff and imposed by the City Council.

(C) Upon receipt of an application for a tavern-limited license, the Department shall forward a copy of the application to the City's Office of Business Development for review.

(Ord. 5607 § 26, 2003)



June 11, 2004
Mr. Eddie Raines
Dept of Finance and Business Services
Privileged License Section
400 Stewart Avenue
3rd Floor City Hall
Las Vegas, Nevada 89101
RE: Request for Temporary Liquor License

Dear Eddie,

As per our conversation, I am submitting this request for the issuance of a temporary liquor license categorized as Tavern Limited, for the operations of Take 1 nightclub located at 707 E. Fremont Street, Las Vegas, Nevada 89101.

It is also requested that we be placed on the July 7th City Council agenda to facilitate the approval of the issuance of this temporary license. This approval, of course, shall be predicated upon the fulfilling of and issuance of the special use permit and required inspections.

This request is submitted as we are predicting our initial opening to be mid July of this year. We have been expending much in the development of the club and would like to be able to start some recoupment as soon as possible.

Thank you for your consideration in this matter. Please feel free to contact me with any questions.

Sincerely,

Gary Sax
President
Take 1, Inc.

Take 1, Inc.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the fire codes and Health Dept. regulations, Mimis Cafe (a Nevada Corporation) dba Mimis Cafe, 6760 North Durango Drive, Thomas M. Simms, Dir, CEO, 16.17%, Russell W. Bendel, Dir, Pres, Edward T. Bartholemy, Dir, Treas, James C. Stiefel, Secy - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes and Health Dept. regulations with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from John T. Moran, Jr., Esq.
3. Map

MOTION:

MACK – APPROVED the temporary license, subject to provisions as recommended, with the manager of Business Services granted the authority to approve the permanent license after completion of appropriate process – **UNANIMOUS** with **MONCRIEF** excused

MINUTES:

J.T. MORAN III appeared on behalf of the applicant and requested approval.

JIM DiFIORE, Manager, Business Services, stated the applicant met all the requirements to be considered for a temporary license. He suggested approval as recommended.

(11:19 – 11:21)

2-945

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the fire codes and Health Dept. regulations, Mimis Cafe (a Nevada Corporation) dba Mimis Cafe, 6760 North Durango Drive

The applicant is requesting approval of a temporary license as provided by LVMC 6.06.051, which reads as follows:

(A) City Council may grant a temporary license pending its decision regarding a license application in order to determine:

- (1) The applicant's fitness for a license; and
- (2) The appropriateness of the applicant's business location.

(B) A temporary license shall not be granted under this Section unless:

- (1) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable fees;
- (2) The Director makes a preliminary finding that all of the principals of the business are suitable; and
- (3) The applicant has submitted a completed and accurate license application and has paid all required application fees.

The attached letter dated June 17, 2004 from the applicants' counsel outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on April 14, 2004. Based on a review of the applicants' licensing history and SCOPE printouts furnished to this Department, we have determined they are preliminarily suitable to hold a temporary alcoholic beverage license until the investigation is complete.

In the event the Special Investigations Section, Las Vegas Metropolitan Police Department, should develop an area of concern with this applicant this item will be brought back before the Council for appropriate action.

MORAN & ASSOCIATES

AN ASSOCIATION OF PROFESSIONAL CORPORATIONS

ATTORNEYS AT LAW

630 SOUTH 4TH STREET

LAS VEGAS, NEVADA 89101

JOHN T. MORAN, JR.
JILL M. LYNNE
LEW BRANDON, JR.
JEFFERY A. BENDAVID
SHAWN R. HUGGINS
J. T. MORAN III
LADINE ORAVETZ

TELEPHONE (702) 384-8424

TELECOPIER (702) 384-6568

MORANLAWFIRM.COM

June 17, 2004

VIA HAND DELIVERY

City Of LV Business License Dept.
Mr. Eddie Raines
400 Stewart Ave, 3rd Floor
Las Vegas, NV 89101

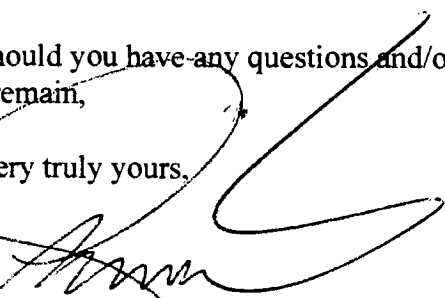
RE:	BUSINESS VENUE:	MIMI'S CAFÉ
	JURISDICTION:	LAS VEGAS, NEVADA
	LOCATION:	6760 N. DURANGO
	TEMPORARY LICENSURE:	BEER/WINE/COOLER ON SALE
		RESTAURANT

Dear Mr. Raines:

Please allow this correspondence to serve as our formal request for "Temporary Licensure" at the aforementioned location.

Should you have any questions and/or comments, please do not hesitate to contact me personally.
I remain,

Very truly yours,

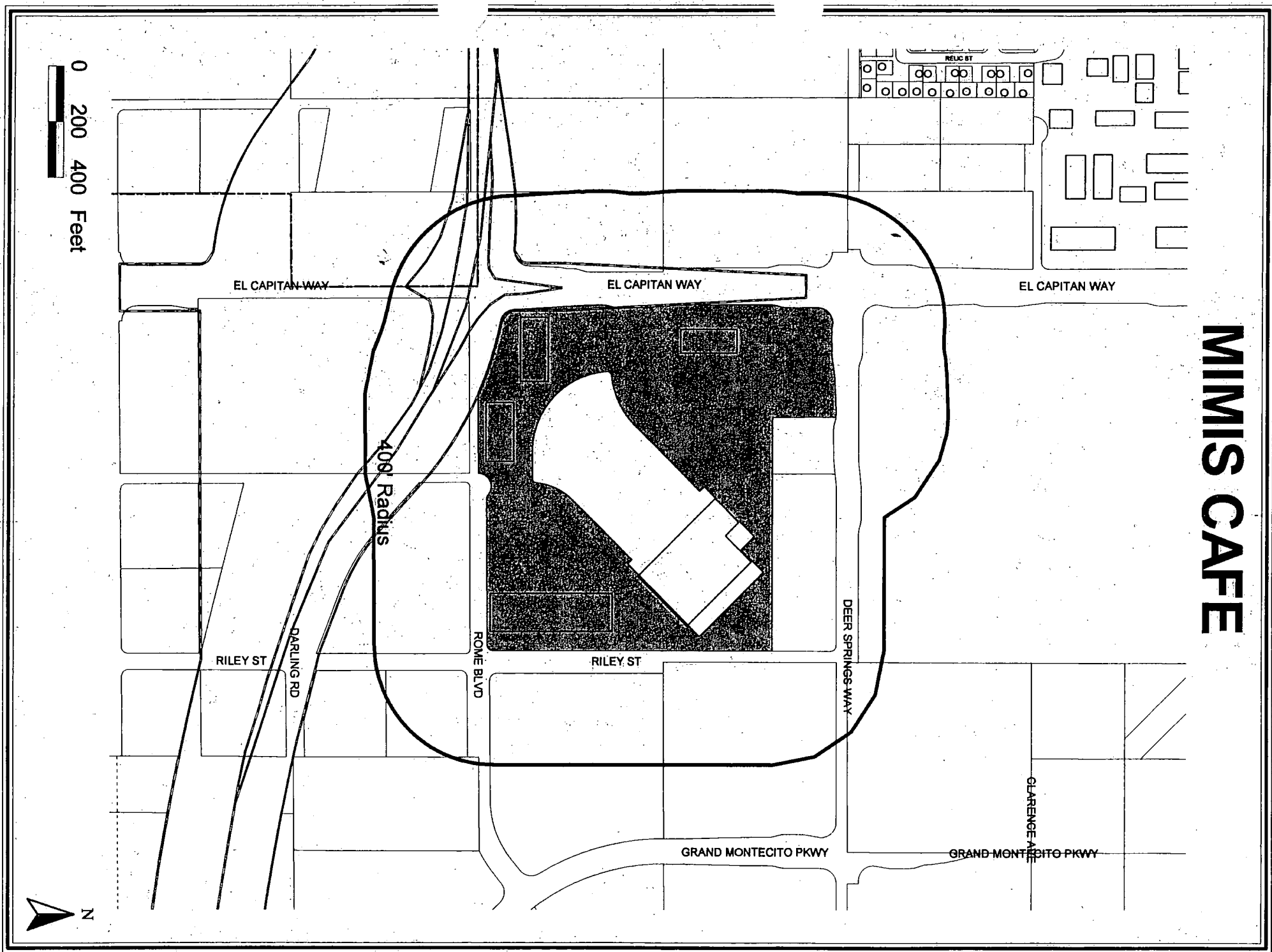

John T. Moran II, Esq.
MORAN & ASSOCIATES

JT3/smh

cc: John T. Moran, Jr., Esq.

*Thanks
Eddie
Talk to you
soon. JT3*

MIMIS CAFE



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action regarding Temporary Approval of new Gift Shop Limited Licenses subject to the provisions of the planning and fire codes and Health Dept. regulations, The Marshall Retail Group, LLC, dba: The News Stand, 129 Fremont Street; The Gift Shop, 129 Fremont Street, Todd Marshall, CEO, Michael C. Wilkins, Pres, COO, Mmbr, 7.816%, Willie E. Woods, Jr. Secy, ICV Marshall Holding, Inc., Mmbr, 55.112%, Willie E. Woods, Jr., Dir, Pres, Treas, Tarrus L. Richardson, Dir, VP, Secy, The Todd Marshall Trust, Mmbr, 34.881%, Todd Marshall, Trustee - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of new Gift Shop Limited Licenses

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes and Health Dept. regulations with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Alicia R. Ashcraft
3. Map

MOTION:

REESE – APPROVED the temporary license, subject to provisions as recommended, with the manager of Business Services granted the authority to approve the permanent license after completion of appropriate process – **UNANIMOUS** with **MONCRIEF** excused

NOTE: COUNCILMAN MACK disclosed that a SuperPawn owned by his brother, Steven Mack, is located near this site. Even though he is a consultant for SuperPawn, COUNCILMAN MACK did not believe this matter would have any impact on SuperPawn; therefore, he felt comfortable voting.

CITY COUNCIL MEETING OF JULY 7, 2004

Finance and Business Services

Item 82 - Discussion and possible action regarding Temporary Approval of new Gift Shop Limited Licenses subject to the provisions of the planning and fire codes and Health Dept. regulations, The Marshall Retail Group, LLC, dba: The News Stand, 129 Fremont Street; The Gift Shop, 129 Fremont Street, Todd Marshall, CEO, Michael C. Wilkins, Pres, COO, Mmbr, 7.816%, Willie E. Woods, Jr. Secy, ICV Marshall Holding, Inc., Mmbr, 55.112%, Willie E. Woods, Jr., Dir, Pres, Treas, Tarrus L. Richardson, Dir, VP, Secy, The Todd Marshall Trust, Mmbr, 34.881%, Todd Marshall, Trustee - Ward 1 (Moncrief)

MINUTES:

ATTORNEY ALICIA ASHCRAFT, Jolley, Urga, Wirth, Woodbury, and Standish Law Firm, appeared representing the applicant and requested approval as recommended by staff.

JIM DiFIORE, Manager, Business Services, stated the applicant met all the requirements to be considered for a temporary license. He suggested approval as recommended.

(11:21 - 11:22)

2-1007

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of new Gift Shop Limited Licenses subject to the provisions of the planning and fire codes and Health Dept. regulations, The Marshall Retail Group, LLC, dba: The News Stand, 129 Fremont Street; The Gift Shop, 129 Fremont Street

The applicant is requesting approval of a temporary license as provided by LVMC 6.06.051, which reads as follows:

(A) City Council may grant a temporary license pending its decision regarding a license application in order to determine:

- (1) The applicant's fitness for a license; and
- (2) The appropriateness of the applicant's business location.

(B) A temporary license shall not be granted under this Section unless:

- (1) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable fees;
- (2) The Director makes a preliminary finding that all of the principals of the business are suitable; and
- (3) The applicant has submitted a completed and accurate license application and has paid all required application fees.

The attached letter dated June 18, 2004 from the applicants' counsel outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on June 21, 2004. Based on a review of the applicants' licensing history, we have determined they are preliminarily suitable to hold a temporary alcoholic beverage license until the investigation is complete.

In the event the Special Investigations Section, Las Vegas Metropolitan Police Department, should develop an area of concern with this applicant this item will be brought back before the Council for appropriate action.

R. GARDNER JOLLEY
WILLIAM R. URG
ROGER A. WIRTH
BRUCE L. WOODBURY

THOMAS J. STANDISH
KATHRYN STRYKER WIRTH
BRIAN E. HOLTHUS
MARTIN A. LITTLE

**JOLLEY URG WIRTH
WOODBURY & STANDISH
ATTORNEYS AT LAW**

ALICIA R. ASHCRAFT
DAWN E. THRONE
L. CHRISTOPHER ROSE
CHRISTOPHER D. CRAFT
NATALIE M. COX

M. DARON DORSEY
PATRICIA J. COYNE
DAVID J. MALLEY
BRIAN C. WEDL

OF COUNSEL
CHARLES T. COOK

3800 HOWARD HUGHES PARKWAY
SIXTEENTH FLOOR
WELLS FARGO TOWER
LAS VEGAS, NEVADA 89109
TELEPHONE (702) 699-7500
FACSIMILE (702) 699-7555

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E-MAIL: mail@jurww.com

BOULDER CITY OFFICE
1000 NEVADA WAY
SUITE 105
BOULDER CITY, NEVADA
89005
(702) 293-3674

BILL SPOHRER
DIRECTOR OF ADMINISTRATION

June 18, 2004

Hand Delivered
Attn: Debbie Outland
City of Las Vegas
Department of Finance
& Business Services
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: The Marshall Retail Group, LLC (the "Company")
dba "The News Stand" and "The Gift Shop"

Dear Ms. Outland:

As we discussed, enclosed are the additional documents you requested for the gift shop limited licenses for which the above Company has recently applied:

- Fast Track Personal History Questionnaires for Todd Marshall, Willie Woods, Tarrus Richardson and Michael Wilkins;
- Two (2) Las Vegas Metropolitan Police Department Authorizations for each of the above-mentioned individuals
- Copies of the Certificates of Business Fictitious Firm Name
- Check in the amount of \$1,000 payable to the Las Vegas Metropolitan Police Dept.
- Check in the amount of \$5,000 payable to the City of Las Vegas

Additionally, this letter is to request that these license applications be placed on the City Council's July 7, 2004 agenda for approval of temporary licenses.

Please do not hesitate to call me if you have any questions, or if there are any additional materials that we need to provide. Thank you for your assistance.

Very truly yours,

**JOLLEY URG WIRTH WOODBURY
& STANDISH**

Alicia R. Ashcraft

ARA:sc
Enclosures

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action regarding a new Massage Establishment License subject to the provisions of the planning and fire codes, Mark Fisher, dba Massage Pro, 7455 West Washington Avenue, Suite 205, Mark Fisher, 100% (NOTE: Item to be heard in the afternoon session in conjunction with Item #157 - SUP-4313) - Ward 2 (Vacant)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding a new Massage Establishment License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes

BACKUP DOCUMENTATION:

Map

MOTION:

WOLFSON – APPROVED as recommended – UNANIMOUS

NOTE: COUNCILMAN MACK disclosed that a SuperPawn owned by his brother, Steven Mack, is located near this site. Even though he is a consultant for SuperPawn, COUNCILMAN MACK did not believe this matter would have any impact on SuperPawn; therefore, he felt comfortable voting.

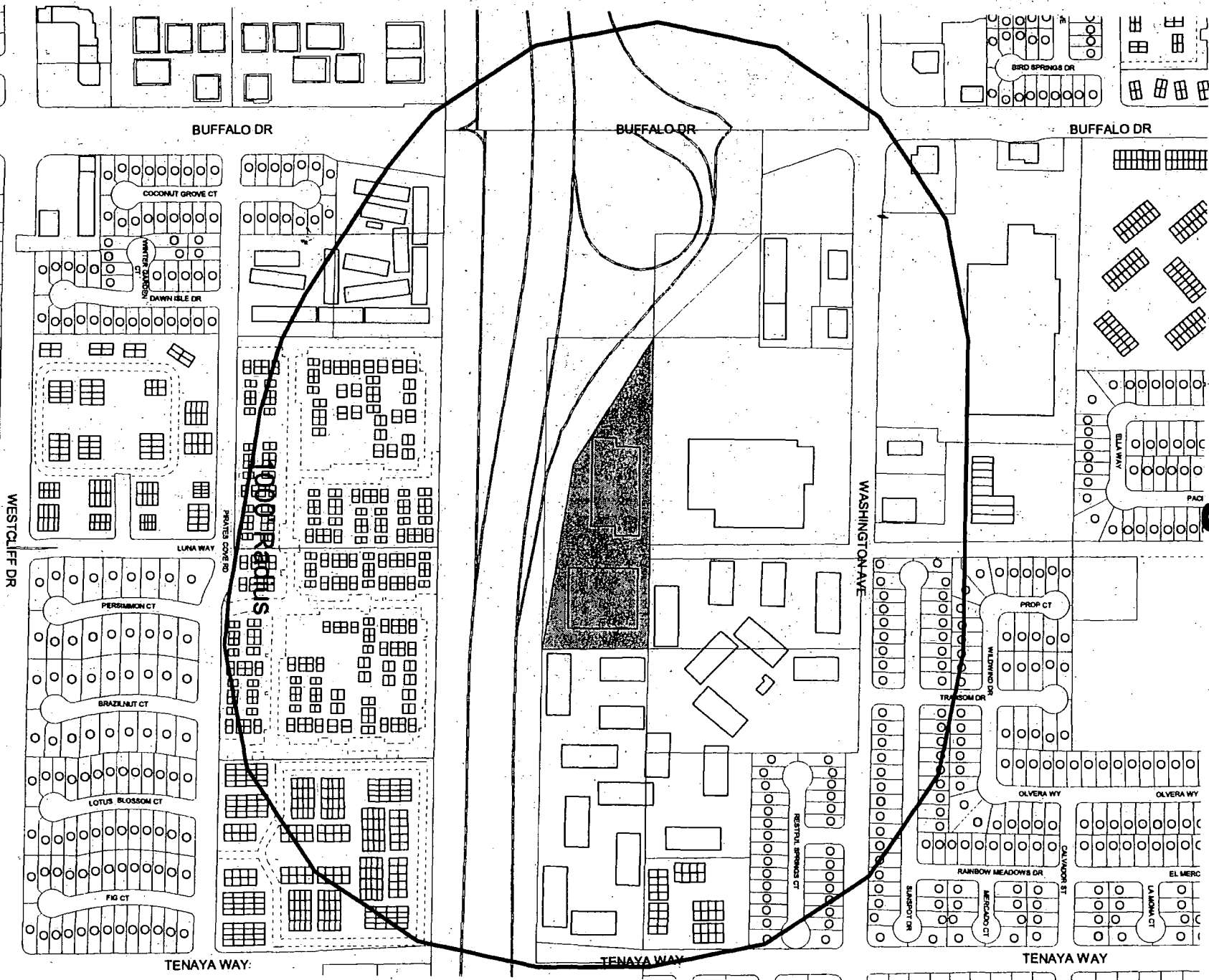
MINUTES:

NOTE: All discussion for Item 157 [SUP-4313] and Item 83 [Mark Fisher, dba Massage Pro] was held under Item 157 [SUP-4313].

(4:57 – 5:02)

6-719

Massage Pro



0 200 400 Feet

83



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: LEISURE SERVICES

DIRECTOR: BARBARA P. JACKSON, DPA ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on naming a park located at Whispering Sands and Bradley Road
Ward 6 (Mack)

Fiscal Impact

☒ **No Impact**

Amount:

☐ **Budget Funds Available**

Dept./Division:

☐ **Augmentation Required**

Funding Source:

PURPOSE/BACKGROUND:

At the regular monthly meeting of the Parks and Recreation Advisory Commission held June 9, 2004, the park naming subcommittee reported the recommendation of Teton Trails Park for the park site currently known as Whispering Sands/Bradley park site located at Whispering Sands and Bradley Road. A vote by the Board was unanimous to recommend the name to City Council

RECOMMENDATION:

Staff recommends City Council approval

BACKUP DOCUMENTATION:

None

AMENDMENT ATTACHED

MOTION:

MACK – APPROVED the name of Teton Trails Park – UNANIMOUS with MONCRIEF excused

MINUTES:

DR. BARBARA JACKSON reviewed the information under the above Purpose/Background section.

MAYOR GOODMAN questioned the significance of the recommended name. DR. JACKSON indicated it is a combination of names that were offered. COUNCILMAN MACK explained that the park is in the Grand Teton area and has connectivity to the trail system. The name makes sense.

COUNCILMAN MACK thanked those constituents that assisted in coming up with a name.

(11:22 – 11:24)

2-1051

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action on the Neighborhood Partners Fund (NPF) Board recommendations to allocate \$75,000 for 18 neighborhood projects - All Wards

Fiscal Impact

☐

No Impact

Amount: \$75,000

☒

Budget Funds Available

Dept./Division: Neigh Svcs/Neigh Initiatives

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

The Neighborhood Partners Fund (NPF) program was established by Council action in 1998. It is designed to assist citizens in improving the quality of life for City of Las Vegas neighborhoods and directly responds to one of the City Council's priorities: Develop and support neighborhood integrity and livability. The NPF Board is appointed by the Mayor and Council.

RECOMMENDATION:

The Neighborhood Partners Fund Board recommends that the City Council approve the funding of 18 neighborhood projects totaling \$75,000 with a match of \$180,761 in cash, volunteer labor, materials, and professional services.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. FY2004-2005 Neighborhood Partners Fund Grant Recipients

MOTION:

REESE – APPROVED as recommended – UNANIMOUS with MONCRIEF excused

MINUTES:

MARIA CASTILLO-COUCH, Neighborhood Services, said it was a pleasure to present the funding recommendations for the NPF program to give residents the opportunity to improve their neighborhoods with projects of their own. She suggested approval as recommended.

LONNIE TAYLOR, Vice Chair, Neighborhood Partners Fund Board, said he felt proud to be a small part of the City government. He then thanked the 13 members of the NPF Board, the 7 City staff members who represented the Councilmembers, and MS. CASTILLO-COUCH and her staff for making the Board's job easier.

MR. TAYLOR listed the neighborhood associations and the types of projects being recommended to receive funding.

CITY COUNCIL MEETING OF JULY 7, 2004

Neighborhood Services

Item 85 – Discussion and possible action on the Neighborhood Partners Fund (NPF)
Board recommendations to allocate \$75,000 for 18 neighborhood projects – All Wards

MINUTES – Continued:

LARRY HAUL, JENNIFER HANGLEY, DONNA TOUSSANT, RUTH DAWN, RICHARD CRONNAN, and THELMA CLARK came forward and described their neighborhood projects.

Inasmuch as one of the projects being recommended for funding is from the Rulon Earl Resident Council, MAYOR GOODMAN felt it was a good time to pay tribute to MR. EARL, who recently expired. He was a wonderful person who made great contributions to this community. His son is a District Court Judge who is also making great contributions.

COUNCILMEN REESE and BROWN thanked the Board and City staff members for all their hard work and time they dedicate to this program.

COUNCILMAN BROWN agreed with the comments of MS. TOUSSANT that this program is a great example of how one citizen of one community can make a difference. He commended MR. CRONNAN for his project, stating that it is indicative of the power of the community.

(10:38 – 10:54)

1-2941

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of July 7, 2004

Date Submitted: February 6, 2006

Amendment to Item #85

Purpose of Amendment:

Executed Agreement Added to the Final Minutes as follows:

- Neighborhood Partners Fund Landscape Improvement and Maintenance Agreement between the City of Las Vegas and Laguna Bay Association and West Sahara Community Association.

Submitted By

Stacy Campbell

Signature:

Diana B. Smith

City Clerk or Chief Deputy

Date:

2/7/06

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Discussion and possible action on the Neighborhood Partners Fund Board (NPFB) recommendations to allocate \$75,000 for 18 neighborhood projects - All Wards

NPF BOARD RECOMMENDATIONS:

| | <u>Association Name</u> | <u>Ward</u> | <u>Award</u> |
|-----|---|-------------|--------------|
| 1. | <i>Southridge/Baker Park</i>
Youth Soccer League | 3 | \$3,000 |
| 2. | <i>Berkley Square Neighborhood</i>
Berkley Communication Project | 5 | 1,450 |
| 3. | <i>Carriage Park Community Association</i>
Fire Zones | 6 | 4,200 |
| 4. | <i>Charleston Neighborhood Preservation</i>
Remove to Improve | 1/2 | 5,000 |
| 5. | <i>Clark Community "United for One"</i>
Custom Bike Club | 1 | 5,000 |
| 6. | <i>Cultural Corridor Coalition</i>
3 rd Annual Day of Adventure | 5 | 5,000 |
| 7. | <i>Gateway Business Association</i>
Gateway Communications Project | 1 | 2,700 |
| 8. | <i>Lakes Association</i>
2004 Lakes Festival of Lights | 2 | 5,000 |
| 9. | <i>Las Vegas Arts District</i>
Light Up the Arts District | 1/5 | 5,000 |
| 10. | <i>Last of the REs</i>
Back to School Fair and Dance | 3 | 5,000 |
| 11. | <i>Peccole Ranch Community Association</i>
Pump & 5K Run | 2 | 5,000 |
| 12. | <i>Rulon Earl Resident Council</i>
Senior Energy Conservation and Security | 3 | 5,000 |
| 13. | <i>Sartini Plaza Resident Council</i>
Neighborhood Beautification | 1 | 4,200 |
| 14. | <i>Stupak FRC Neighborhood Council</i>
Back-to-School Fair | 1 | 5,000 |
| 15. | <i>Tanglewood</i>
Bodies by Bunker | 6 | 3,100 |
| 16. | <i>Timberline</i>
CHARM Island Beautification Program | 4 | 5,000 |

City of Las Vegas

| | | | |
|-----|--|---|-----------------|
| 17. | <i>West Circle</i> | 3 | 1,350 |
| | West Circle Communication | | |
| 18. | <i>West Sahara Community Assoc.</i> | 2 | 5,000 |
| | West Sahara Water Fountain Replacement | | |
| | Total | | \$75,000 |

**FY2004-2005
Neighborhood Partners Fund
Grant Recipients**

| No. | Association Name | Project Description | Ward | Wards Served | Applicant Request | Recipient Award | Recipient Match |
|-----|--|---|------|--------------|-------------------|-----------------|-----------------|
| ✓1 | Southridge/Baker Park | The Southridge/Baker Youth Soccer league will provide children from culturally diverse backgrounds ages 6 to 10 years old the opportunity to participate in an organized competitive soccer league. | 3 | 3 | \$ 3,000 | \$ 3,000 | \$ 6,400 ✓ |
| 2 | Berkley Square Neighborhood | Berkley Communication Project: Funding will help the neighborhood association increase its membership by allowing funding certain activities that will strengthen its communication with residents. | 5 | 5 | \$ 1,100 | \$ 1,450 | \$ 2,395 ✓ |
| 3 | Carriage Park Community Association | Fire Zones - Funding will help defray the costs of buying fire zone signs and painting the red zones within the community as required by the Fire Department. | 6 | 6 | \$ 4,200 | \$ 4,200 | \$ 5,393 ✓ |
| 4 | Charleston Neighborhood Preservation | Remove to Improve - Funding will pay for the professional removal of dangerous and unsightly dead trees in the neighborhood to help improve the community's appearance. | 1/2 | 1/2 | \$ 5,000 | \$ 5,000 | \$ 6,880 ✓ |
| 5 | Clark Community "United for One" Resident Council | Clark Community Custom Bike Club - Funding will pay for a custom bicycle club program to help neighborhood youth develop self esteem, good behavior and increase grades to a 2.5 minimum GPA. As youth members achieve goals, they earn bicycle parts, eventually building a complete bike. | 1 | 1 | \$ 5,000 | \$ 5,000 | \$ 14,282 ✓ |
| 6 | Cultural Corridor Coalition | The 3rd Annual Day of Adventure in the Cultural Corridor- Funding will help pay for costs incurred during the annual event to promote the seven institutions in the Downtown Cultural Corridor neighborhood. Approximately 2000 visitors are expected to attend 2005. | 5 | 5 | \$ 5,000 | \$ 5,000 | \$ 6,817 ✓ |
| 7 | Gateway Business Association (previously the Meadows Village Business Association) | Gateway Communications Project: Funding will help build capacity for this association whose membership includes apartment owners from the Meadows Village and businesses on LV Blvd. In the entryway to the downtown. The association's goal is to improve the area and attract new businesses to the area. | 1 | 1/3 | \$ 2,700 | \$ 2,700 | \$ 4,275 ✓ |

*When awarded
all have
been awarded*

*BOOK SHEET
NOT THE MINUTES*

**FY2004-2005
Neighborhood Partners Fund
Grant Recipients**

| No. | Association Name | Project Description | Ward | Wards Served | Applicant Request | Recipient Award | Recipient Match |
|-----|--------------------------------------|---|------|--------------|-------------------|-----------------|-----------------|
| 8 | Lakes Association | 2004 Lakes festival of Lights - This family event is a neighborhood holiday celebration. It is open to the public and admission is free. The event includes: music, dancing, food, a car show, and arts & crafts festival, lots of attractions and a lighted boat parade. Toys collected will be donated to the Toys for Tots program. | 2 | 2 | \$ 5,000 | \$ 5,000 | \$ 23,050 ✓ |
| 9 | Las Vegas Arts District | Light Up the Arts District -- project will pay for PAL lighting where possible, provide resources to help businesses and residents in the area install or upgrade exterior lights, and encourage businesses and residents to keep exterior lights on at night. | 1/5 | 1/5 | \$ 5,000 | \$ 5,000 | \$ 8,158 ✓ |
| 10 | Last of the RE's | Back to School Fair and Dance - This project will provide a Back to School Fair (backpacks, pencils, books, healthy snacks, water, etc) and Dance at Robison Middle School. The youth council will we coordinate a 6th dance in September. | 3 | 3 | \$ 5,000 | \$ 5,000 | \$ 11,300 ✓ |
| 11 | Peccole Ranch Community Association | Pump & 5K Run - Funding will pay for a 5K race at Peccole Ranch to promote health, fitness and community/neighborhood interaction. Clarence A. Piggott elementary school will receive a donation to purchase the needed software, reading material, and prompts for the "No child left behind" literacy incentive. | 2 | 2 | \$ 5,000 | \$ 5,000 | \$ 7,420 ✓ |
| 12 | Rulon Earl Resident Council | Senior Energy Conservation & Security - Funding will pay for solar screens for 23 homes and six security doors in this low-income senior mobile home community. The screens will help decrease energy costs by 20 percent and allow seniors to spend their limited resources on other needed items (prescriptions, food, rent). | 3 | 3 | \$ 5,000 | \$ 5,000 | \$ 7,022 ✓ |
| 13 | Sartini Plaza/Annex Resident Council | Neighborhood Beautification/Structure Modification - Funding will pay for landscape enhancement that will improve the area surrounding the community and entryway. Additionally, a new enclosure around the mail boxes will be installed to protect from criminal tampering with social security and other checks. | 1 | 1 | \$ 4,200 | \$ 4,200 | \$ 12,878 ✓ |

**FY2004-2005
Neighborhood Partners Fund
Grant Recipients**

| No. | Association Name | Project Description | Ward | Wards Served | Applicant Request | Recipient Award | Recipient Match |
|-----|--|---|------|--------------|-------------------|-----------------|-----------------|
| 14 | Stupak Family Resource Center Neighborhood Council | Back to School Fair - Funding will pay for materials to be distributed during a back-to-school fair to Meadows Village children from kindergarten through 12th grade: backpacks complete with basic school supplies (i.e. pencils, notebooks, paper, pencils, crayons, folders, markers etc.). Various community organizations (EOB Headstart, EOB Daycare, will provide information and services to the parents/children. | 1 | 1 | \$ 5,000 | \$ 5,000 | \$ 24,765 ✓ |
| 15 | Tanglewood | Bodies by Bunker: Funding will pay for books, videos, balls, jump ropes, rewards, fruits and vegetables to be used in an 18 week/4 sessions per week program for 200 students of Bunker Elementary school and additional families from the community. The program will teach lifelong healthy habits, such as how to read product labels, choose fruits and vegetables instead of processed, foods, and how to incorporate exercise into a daily routine. | 6 | 6 | \$ 3,100 | \$ 3,100 | \$ 6,800 ✓ |
| 16 | Timberline | CHARM Island Beautification Program - Funding will pay for a waterless center island beautification using artificial turf, canvas flowers, decorative rock, and signage. The project will involve neighborhood volunteers and businesses. As its first project, the ugly cement center island in front of the new Metro Police substation will be transformed with these new techniques and tools. | 4 | 4 | \$ 5,000 | \$ 5,000 | \$ 17,926 ✓ |
| 17 | Uptown Las Vegas Visitors Information Center /// | Project Leader withdrew application. Will submit again next year. | 5 | 5 | \$ - | withdrew | withdrew ✓ |
| 18 | West Circle | West Circle Communication - Funding will pay for the printing and mailing of a quarterly newsletter dedicated to educating neighbors about neighborhood issues and encouraging neighborhood involvement. The grant will pay for neighborhood party in the fall at Huntridge Circle Park. | 3 | 3 | \$ 1,000 | \$ 1,350 | \$ 1,640 ✓ |

**FY2004-2005
Neighborhood Partners Fund
Grant Recipients**

| No. | Association Name | Project Description | Ward | Wards Served | Applicant Request | | Recipient Award | Recipient Match | |
|------------------------|--|--|------|--------------|-------------------|--|------------------------------|------------------------------|---|
| 19 | West Community Center
Citizens Action Board | Project did not meet NPF criteria. | 5 | 5 | \$ - | | did not meet
NPF criteria | did not meet NPF
criteria | ✓ |
| 20 | West Sahara
Community Assoc. | West Sahara Water Fountain Replacement -
Funding will pay for upgrades to this 28-year old
community to remove and improve two water features
located on west Sahara Ave. as required by the Water
District. The grant add plants, decorative rocks, and
other drought-resistant shrubbery. | 2 | 2 | \$ 5,000 | | \$ 5,000 | \$ 11,350 | ✓ |
| TOTAL AMOUNT REQUESTED | | | | | \$ 74,300 | | | | |
| TOTAL MATCH | | | | | | | \$ 75,000 | | |
| | | | | | | | | \$ 180,761 | |

**FY2004-2005
Neighborhood Partners Fund
Grant Recipients**

| No. | Association Name | Project Description | Ward | Wards Served | Applicant Request | Recipient Award | Recipient Match |
|------------|---|--|-------------|---------------------|--------------------------|------------------------|------------------------|
| 1 | <i>Southridge/Baker Park</i> | The Southridge/Baker Youth Soccer league will provide children from culturally diverse backgrounds ages 6 to 10 years old the opportunity to participate in an organized competitive soccer league. | 3 | 3 | \$ 3,000 | \$ 3,000 | \$ 8,400 |
| 2 | <i>Berkley Square Neighborhood</i> | Berkley Communication Project: Funding will help the neighborhood association increase its membership by allowing funding certain activities that will strengthen its communication with residents. | 5 | 5 | \$ 1,100 | \$ 1,450 | \$ 2,395 |
| 3 | <i>Carriage Park Community Association</i> | Fire Zones - Funding will help defray the costs of buying fire zone signs and painting the red zones within the community as required by the Fire Department. | 6 | 6 | \$ 4,200 | \$ 4,200 | \$ 5,393 |
| 4 | <i>Charleston Neighborhood Preservation</i> | Remove to Improve - Funding will pay for the professional removal of dangerous and unsightly dead trees in the neighborhood to help improve the community's appearance. | 1/2 | 1/2 | \$ 5,000 | \$ 5,000 | \$ 6,880 |
| 5 | <i>Clark Community "United for One" Resident Council</i> | Clark Community Custom Bike Club - Funding will pay for a custom bicycle club program to help neighborhood youth develop self esteem, good behavior and increase grades to a 2.5 minimum GPA. As youth members achieve goals, they earn bicycle parts, eventually building a complete bike. | 1 | 1 | \$ 5,000 | \$ 5,000 | \$ 14,292 |
| 6 | <i>Cultural Corridor Coalition</i> | The 3rd Annual Day of Adventure in the Cultural Corridor - Funding will help pay for costs incurred during the annual event to promote the seven institutions in the Downtown Cultural Corridor neighborhood. Approximately 2000 visitors are expected to attend 2005. | 5 | 5 | \$ 5,000 | \$ 5,000 | \$ 6,817 |
| 7 | <i>Gateway Business Association (previously the Meadows Village Business Association)</i> | Gateway Communications Project: Funding will help build capacity for this association whose membership includes apartment owners from the Meadows Village and businesses on LV Blvd. in the entryway to the downtown. The association's goal is to improve the area and attract new businesses to the area. | 1 | 1/3 | \$ 2,700 | \$ 2,700 | \$ 4,275 |

**FY2004-2005
Neighborhood Partners Fund
Grant Recipients**

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|-----|--------------------------------------|---|------|--------------|-------------------|-----------------|-----------------|
| 8 | Lakes Association | 2004 Lakes festival of Lights - This family event is a neighborhood holiday celebration. It is open to the public and admission is free. The event includes: music, dancing, food, a car show, and arts & crafts festival, lots of attractions and a lighted boat parade. Toys collected will be donated to the Toys for Tots program. | 2 | 2 | \$ 5,000 | \$ 5,000 | \$ 23,050 |
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**FY2004-2005
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| 18 | <i>West Circle</i> | West Circle Communication - Funding will pay for the printing and mailing of a quarterly newsletter dedicated to educating neighbors about neighborhood issues and encouraging neighborhood involvement. The grant will pay for neighborhood party in the fall at Huntridge Circle Park. | 3 | 3 | \$ 1,000 | \$ 1,350 | \$ 1,640 |

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Citizens Action Board | Project did not meet NPF criteria. | 5 | 5 | \$ - | did not meet
NPF criteria | did not meet NPF
criteria |
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Community Assoc. | West Sahara Water Fountain Replacement - Funding will pay for upgrades to this 28-year old community to remove and improve two water features located on west Sahara Ave. as required by the Water District. The grant add plants, decorative rocks, and other drought-resistant shrubbery. | 2 | 2 | \$ 5,000 | \$ 5,000 | \$ 11,350 |
| TOTAL AMOUNT REQUESTED | | | | | \$ 74,300 | | |
| TOTAL MATCH | | | | | | \$ 75,000 | |
| | | | | | | | \$ 180,761 |

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
Southridge Neighborhood Association

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Southridge Neighborhood Association**, 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 **1050 Bonita Avenue, Las Vegas, NV 89104**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **Southridge/Baker Youth Soccer League** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program.". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 3,000** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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 Southridge Neighborhood Association will form a children's soccer league for ages 7-10. The main purpose in creating this league is to try to keep kids busy in recreational activities and away from negative influences.

Tasks to be Performed:

- Define roles and responsibilities of league coordinators and coaches;
- Purchase league uniforms and materials;
- Organize teams and schedules;
- Coordinate practices and games at Baker Park.
- Monitor student participation;

Level of Service to be Provided:

This project will impact the lives of over 50 children in and around the target area of the Southridge Neighborhood Association. The program is designed to involve youth from low to moderate income background in recreation which will foster leadership skills, community pride, and parental involvement.

Measurable Goals for Grant period:

- Provide healthy activities for children ;
- Encourage parental involvement throughout the community;
- Increase communication and interaction among neighbors;

"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:*

Pam Kowalski, 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 **July 1, 2004** or the date first written above, until **June 30, 2005**, 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 Match Expended Statement, 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. Match Expenditure Statement should be submitted with copies of written materials which document the expenditure of the donated good which are reported. This documentation will include: the relevant volunteer time sheets (the form of which is attached as Exhibit "C"), letters from professionals, such as architects, engineers, and teachers, 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, work party photographs, construction timelines, job descriptions, contractor contracts, and design drawings.
5. The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

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 NPF funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **July 1, 2004**, or the date first written above, through **June 30, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no NPF grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that NPF grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **July 1, 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 NPF 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.

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, NPF 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 NPF 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 NPF funds;
2. Proceeds from the disposition of equipment purchased with NPF funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with NPF 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 NPF 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 NPF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF 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. The CITY can 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 program records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. RIGHT TO REVIEW AND AUDIT

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.
2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom

any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. 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.

G. 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 NPF-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.

H. 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 NPF Program. An extension of a **June 30, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** NPF funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

J. 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 1050 Bonita Avenue, 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, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Southridge Neighborhood Association



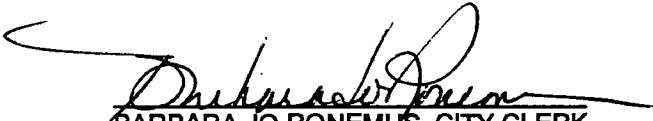
OSCAR B. GOODMAN, MAYOR



Pam Kowalski, PROJECT LEADER

ATTEST:

ATTEST:



BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04 
7/20/04

In-Kind Donations Pledge

EXHIBIT A

APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT

SOUTHRIDGE

Modified May 24, 2

A. CASH

(a) City Grant Request (The amount your association is requesting.) \$ 3,000

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

Baker Park Community School Board of Directors \$ 500

\$ -

\$ -

\$ -

\$ -

\$ -

(c) Total Cash from Partners \$ 500

(d) Total Cash (a + c) \$ 3,500

IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

City of Las Vegas Leisure Services *Baker Community School* \$ 3,000

(use of Park, Mtg Rooms, use of equip) \$ -

\$ -

(Funds Fremont Middle School Projects - for youth \$ -

FRC - low income \$ -

\$ -

\$ -

\$ -

\$ -

(f) Total In-Kind from Partners \$ 3,000

(g) Volunteer Labor Pledge (number of hours x \$10) *380 x 10* \$ 3,800

(This number must match the total hours on the Volunteer Hours Pledge Form)

(h) Total In-Kind from Contributions (f + g) \$ *6,800*

7 Youth Council - 11 x 10 hr = 110 hrs. - \$1100

(i) Grand Total Project Revenues (d+h) \$ *11,400*

Added on 5/24/04 per Oropeza

| | | |
|---|---|-----------------|
| (j) Total Neighborhood Match (c + h) (total cash from partners total in-kind from contributions --includes volunteer hours) | + | \$ <i>8,400</i> |
|---|---|-----------------|

| | |
|--|-------------|
| Total Neighborhood Match must exceed the City Grant Request listed on this line (and on Section A. (a) above | \$ 3,000.00 |
|--|-------------|

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

| Neighborhood Partners Fund
VOLUNTEER LOG | | | | | | |
|---|------|-------------------|------------------------|---------|-------|--------------|
| Type of Work | Date | Name of Volunteer | Signature of Volunteer | Address | Phone | Hours Worked |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

Total Match Value \$ _____ X \$10

Neighborhood Partners Fund FINAL REPORT

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

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

[illegible]

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
Berkley Square Neighborhood Association

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Berkley Square Association**, 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 Freeman Avenue, Las Vegas, NV 89106**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **Berkley Square's Communication Project** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program.". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$ **1,450** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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 Berkley Square Neighborhood Association will utilize this funding to buy refreshments, snacks, and items to be part of a raffle gift at each meeting. The funds will pay for business cards for the project team, letterhead paper, envelopes to be used to communicate with the neighborhood residents about the organization.

Tasks to be Performed:

- Order business cards for the project team.
- Schedule bi-monthly meetings for the next 12 months at a nearby community center.
- Identify and purchase items to be included as raffle gift during each meeting.
- Design flyers for each meeting, get labels from City Staff, buy stamps, and mail out prior to each meeting.

Level of Service to be Provided:

This project will help draw residents to become more active in the community and allow for better communication.

Measurable Goals for Grant period:

- Develop neighborhood capacity.
- Meet and greet neighbors, passing out business cards/flyers.
- Provide educational topics during meetings to increase awareness and knowledge.

"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:*

Ruth D'Hont, 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 **July 1, 2004** or the date first written above, until **June 30, 2005**, 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 Match Expended Statement, 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. Match Expenditure Statement should be submitted with copies of written materials which document the expenditure of the donated good which are reported. This documentation will include: the relevant volunteer time sheets (the form of which is attached as Exhibit "C"), letters from professionals, such as architects, engineers, and teachers, 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, work party photographs, construction timelines, job descriptions, contractor contracts, and design drawings.
5. The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

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 NPF funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **July 1, 2004**, or the date first written above, through

June 30, 2005. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no NPF grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that NPF grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **July 1, 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 NPF 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.

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, NPF 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 NPF 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 NPF funds;
2. Proceeds from the disposition of equipment purchased with NPF funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with NPF 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 NPF 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 NPF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF 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. The CITY can 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 program records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. RIGHT TO REVIEW AND AUDIT

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.
2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during

normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

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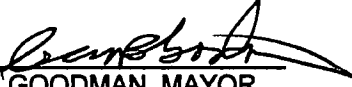
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CITY OF LAS VEGAS

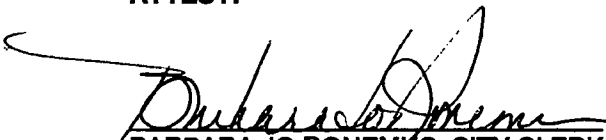
Berkley Square Neighborhood Association


OSCAR B. GOODMAN, MAYOR


Ruth D'Hont, PROJECT LEADER

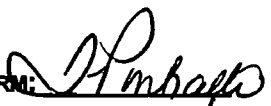
ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 
2/20/04

APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT

BERKLEY SQUARE

A. CASH

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

1450
\$ ~~1100~~ . 00

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

Ruth O'Hout - payment for non-profit corporation \$ 75 . 00
\$ -

\$ -
\$ -
\$ -
\$ -

(c) Total Cash from Partners \$ 75 . 00

(d) Total Cash (a + c) \$ ~~1175~~ . 00

1525

B. IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -

(f) Total In-Kind from Partners \$ -

(g) Volunteer Labor Pledge (number of hours x \$10) 122 x \$10

\$ 1220

(This number must match the total hours on the Volunteer Hours Pledge Form)

(h) Total In-Kind from Contributions (f + g) \$ 1220 . 00

(i) Grand Total Project Revenues (d + h) \$ ~~2395~~ -

2745

(j) Total Neighborhood Match (c + h) (total cash from partners
total in-kind from contributions --includes volunteer hours)

+ \$ 1295 -

Total Neighborhood Match must exceed the City Grant Request listed
on this line (and on Section A. (a) above)

\$ 1100 -

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include an trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

Neighborhood Partners Fund
VOLUNTEER LOG

| <i>Type of Work</i> | <i>Date</i> | <i>Name of Volunteer</i> | <i>Signature of Volunteer</i> | <i>Address</i> | <i>Phone</i> | <i>Hours Worked</i> |
|---------------------|-------------|--------------------------|-------------------------------|----------------|--------------|---------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

X \$10

Total Match Value \$

Neighborhood Partners Fund FINAL REPORT

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

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

[illegible]

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
Carriage Park Community Association

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Carriage Park Community Association**, 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 **8113 Hidden Quail, Las Vegas, NV 89131**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **Fire Zones Safety Project** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program.". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$ **4,200** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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 Association will utilize this funding to buy paint and signs to place in designated Fire Zones as required by the Fire Department codes.

Tasks to be Performed:

- Purchase fire zone signs and paint to be used in designated fire zone areas.
- Organize volunteers to paint the designated areas.
- Work with the City of Las Vegas Fire Department to ensure the fire zone areas are installed in accordance to code.

Level of Service to be Provided:

This project will help draw all residents to participate in this community project and allow for better communication. It will also allow the community to be in compliance with Fire Department regulations.

Measurable Goals for Grant period:

- Install the required signage for the fire zones.
- Repaint the red zones along the curbs.
- Become compliant with the Fire Department's request.

"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:*

Joe Martinez
Carol Diaz, 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 **July 1, 2004** or the date first written above, until **June 30, 2005**, 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 Match Expended

Statement, 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. Match Expenditure Statement should be submitted with copies of written materials which document the expenditure of the donated good which are reported. This documentation will include: the relevant volunteer time sheets (the form of which is attached as Exhibit "C"), letters from professionals, such as architects, engineers, and teachers, 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, work party photographs, construction timelines, job descriptions, contractor contracts, and design drawings.
5. The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

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 NPF funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **July 1, 2004**, or the date first written above, through **June 30, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no NPF grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that NPF grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **July 1, 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 NPF 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.

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, NPF 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 NPF 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 NPF funds;
2. Proceeds from the disposition of equipment purchased with NPF funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with NPF 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 NPF 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 NPF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF 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. The CITY can 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 program records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. RIGHT TO REVIEW AND AUDIT

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.
2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books

delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. 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.

G. 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 NPF-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.

H. 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 NPF Program. An extension of a **June 30, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** NPF funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

J. 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 8113 Hidden Quail, Las Vegas, NV 89131.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

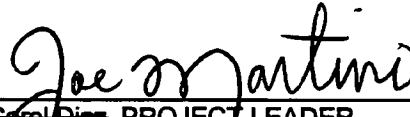
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

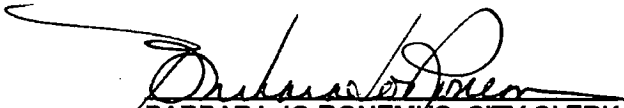
Carriage Park Community Association


OSCAR B. GOODMAN, MAYOR


~~Carol Diaz~~, PROJECT LEADER
Joe Martino

ATTEST:

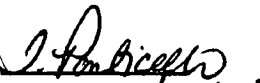
ATTEST:


BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04


7/20/04

APPLICANT MUST PROVIDE COST ESTIMATES FOR REQUEST

CARRIAGE PARK

A. CASH

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

\$ 4,200 -

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

Carriage Park Community Association

\$ 4,193 -

\$ -

\$ -

\$ -

(c) Total Cash from Partners \$ 4,193 -

(d) Total Cash (a + c) \$ 8,393 -

B. IN-KIND MATCH VALUE (Donated professional services and products)

(e) in-Kind Partners (list names & amount)

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

(f) Total In-Kind from Partners \$ 0 -

(g) Volunteer Labor Pledge (number of hours x \$10)

\$ 1,200 -

(This number must match the total hours on the Volunteer Hours Pledge Form)

(h) Total In-Kind from Contributions (f + g) \$ 1,200 -

(i) Grand Total Project Revenues (d+h) \$ 9,593 -

(j) Total Neighborhood Match (c + h) (total cash from partners
total in-kind from contributions —includes volunteer hours)

+

\$ 5,393 -

Total Neighborhood Match must exceed the City Grant Request listed
on this line (and on Section A. (a) above)

\$ 4,200

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

Neighborhood Partners Fund
VOLUNTEER LOG

| <i>Type of Work</i> | <i>Date</i> | <i>Name of Volunteer</i> | <i>Signature of Volunteer</i> | <i>Address</i> | <i>Phone</i> | <i>Hours Worked</i> |
|---------------------|-------------|--------------------------|-------------------------------|----------------|--------------|---------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

X \$10

Total Match Value \$

Neighborhood Partners Fund FINAL REPORT

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

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

[illegible]

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
Charleston Neighborhood Preservation

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Charleston Neighborhood Preservation**, 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 **137 Lorenzi Street, Las Vegas, NV 89107**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **Remove to Improve Project** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program.". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$ **5,000** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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 Association will utilize this funding to improve the neighborhood by paying for a professional tree company to remove dead trees in the neighborhood. Volunteers are expected to assist with identifying the location of these trees and with the removal of dead shrubbery.

Tasks to be Performed:

- Volunteers will be assigned various areas to identify location of dead trees that are dangerous to the neighborhood.
- Volunteers will contact owner of home, get owner to approve the removal of the tree by signing a special form.
- Coordinator will contact contractor and arrange for the tree removal.
- Volunteers will remove dead shrubbery and will provide plants to home owners who are willing to plant them.

Level of Service to be Provided:

This project will help improve this mature neighborhood by removing dead trees and stumps, and allow for volunteers to assist in the beautification of the area.

Measurable Goals for Grant period:

- Beautify neighborhood to help increase property values.
- Encourage general cleanup and improvement of neighborhood.
- Enlist new volunteers in completing this and other neighborhood projects.

“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:*

Juanita Clark, 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 **July 1, 2004** or the date first written above, until **June 30, 2005**, 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 Match Expended Statement, 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. Match Expenditure Statement should be submitted with copies of written materials which document the expenditure of the donated good which are reported. This documentation will include: the relevant volunteer time sheets (the form of which is attached as Exhibit "C"), letters from professionals, such as architects, engineers, and teachers, 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, work party photographs, construction timelines, job descriptions, contractor contracts, and design drawings.
5. The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

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 NPF funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **July 1, 2004**, or the date first written above, through

June 30, 2005. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no NPF grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that NPF grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **July 1, 2004**, but prior to execution of this Agreement will not be reimbursed.

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"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 NPF 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.

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.

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F. ACCESS TO RECORDS

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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.

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"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 NPF funds;
2. Proceeds from the disposition of equipment purchased with NPF funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with NPF 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 NPF funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

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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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records relating to this Agreement to be retained by the City for the required period of time.

2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. 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.

G. 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 NPF-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.

H. 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 NPF Program. An extension of a **June 30, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** NPF funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

J. 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 137 Lorenzi Street, Las Vegas, NV 89107.

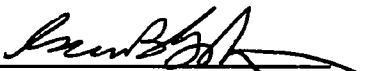
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

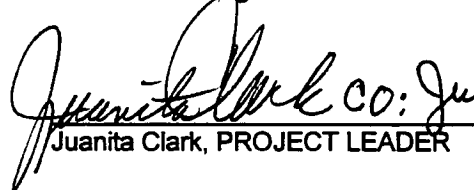
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

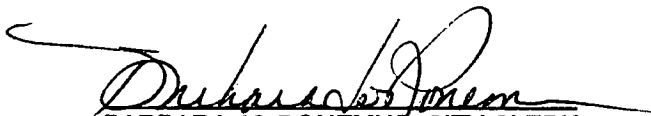
Charleston Neighborhood Preservation


OSCAR B. GOODMAN, MAYOR

 CO: June Inagron
Juanita Clark, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04


7/19/04

In-Kind Donations Pledge

EXHIBIT A

APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT

CHARLESTON NEIGHBORHOOD PRESERVATION

A. CASH

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

\$ 5000 - /

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

| | | |
|---|----|--------|
| SLIGHTLY SINFUL | \$ | 50 - / |
| SHINGEL VIDEO | \$ | 50 - / |
| ARROW PRODUCTIONS | | 50 - / |
| TALK OF THE TOWN | | 50 - / |
| APOTA CORPORATION | \$ | 50 - / |
| DOWNTOWN TURNAROUND ORGANIZATION INCORPORATED | \$ | 50 - / |

(c) Total Cash from Partners \$ 300 - /

(d) Total Cash (a + c) \$ 5300 - /

3. IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

| | | |
|--|----|---|
| | \$ | - |
| | \$ | - |
| | \$ | - |
| | \$ | - |
| | \$ | - |
| | \$ | - |
| | \$ | - |
| | \$ | - |
| | \$ | - |
| | \$ | - |
| | \$ | - |

(f) Total In-Kind from Partners \$ 0 - /

(g) Volunteer Labor Pledge (number of hours x \$10)

\$ 6580 - /

(This number must match the total hours on the Volunteer Hours Pledge Form)

(h) Total In-Kind from Contributions (f + g) \$ 6580 - /

(i) Grand Total Project Revenues (d+h) \$ 11880 - /

| | | |
|---|---|-------------|
| (j) Total Neighborhood Match (c + h) (total cash from partners total in-kind from contributions --includes volunteer hours) | + | \$ 6880 - / |
|---|---|-------------|

| | |
|---|-------------|
| Total Neighborhood Match must exceed the City Grant Request listed on this line (and on Section A. (a) above) | \$ 6880 - / |
|---|-------------|

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include an trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

Neighborhood Partners Fund
VOLUNTEER LOG

| <i>Type of Work</i> | <i>Date</i> | <i>Name of Volunteer</i> | <i>Signature of Volunteer</i> | <i>Address</i> | <i>Phone</i> | <i>Hours Worked</i> |
|---------------------|-------------|--------------------------|-------------------------------|----------------|--------------|---------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

X \$10

Total Match Value \$

Neighborhood Partners Fund FINAL REPORT

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

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

[illegible]

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
Clark Community "United for ONE" Resident Council

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Clark Community "United for ONE" Resident 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 **4545 Pennwood #125, Las Vegas, NV 89102**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **Custom Bike Club Project** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program.". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$ **5,000** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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 Association will utilize this funding to bring together 20 to 25 at-risk neighborhood youth in a positive, goal-setting atmosphere and start a custom bicycle club. The objective is to mentor the students and teach them positive behaviors, which will inspire them to remain drug free and away from gangs.

Tasks to be Performed:

- Identify 20-25 from Cashman Middle School that may work with the project team.
- Interface with school officials, teachers and parents to maintain communications about each youth participant.
- Work with vendor to purchase the parts that will comprise each bicycle.
- Maintain a status records for the youth in order to verify their progress. Give out parts according to achievables determined by the project team.

Level of Service to be Provided:

This project will help keep the youth off the street and away from gangs and drugs.

Measurable Goals for Grant period:

- Improve grades and school behavior.
- Cover up graffiti and pick up trash around the neighborhood.
- Motivate positive behavior and improve grades for at-risk neighborhood youth.
- Promote self-confidence by helping students learn about building bicycles.

"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:*

Matilde Hall, 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 **July 1, 2004** or the date first written above, until **June 30, 2005**, 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 Match Expended Statement, 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. Match Expenditure Statement should be submitted with copies of written materials which document the expenditure of the donated good which are reported. This documentation will include: the relevant volunteer time sheets (the form of which is attached as Exhibit "C"), letters from professionals, such as architects, engineers, and teachers, 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, work party photographs, construction timelines, job descriptions, contractor contracts, and design drawings.
5. The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

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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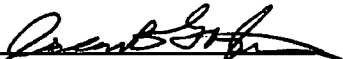
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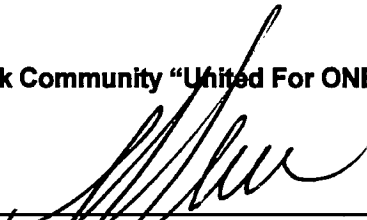
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CITY OF LAS VEGAS

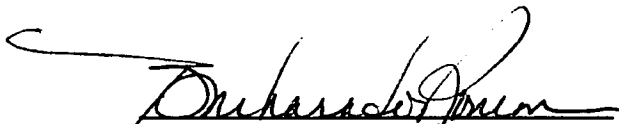
Clark Community "United For ONE" Resident Council


OSCAR B. GOODMAN, MAYOR


Matilde Hall, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04 
7/16/04

APPLICANT MUST PROVIDE A MINIMUM MATCH FOR PROJECT

CLARK COMMUNITY

A. CASH

| | | |
|---|----|-------------|
| (a) City Grant Request (The amount your association is requesting.) | \$ | <u>5000</u> |
| (b) Cash from Partners (list names & amount of donation) | | |
| Clark Community School | \$ | 500 |
| | \$ | - |
| | | |
| | \$ | - |
| | \$ | - |
| (c) Total Cash from Partners | \$ | 500 |
| (d) Total Cash (a + c) | \$ | 5,500 |

3. IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

| | | |
|---|----|--------|
| Clark Community School | \$ | - |
| copies, mailings, and use of computer | \$ | 200 |
| staff support | | |
| 50hrs. X \$32 | \$ | 1,600 |
| Clark High School-use of classrooms | \$ | 4,992 |
| Alliance Residential Company - Hats, T-Shirts | \$ | 500 |
| Clark Family Resource Center - Staff Support Of Neighborhood Association . (Bilingual Services and Coordination) = 100 hrs. X \$15.00 = \$1,500. | \$ | - |
| | \$ | 1,500 |
| | \$ | - |
| (f) Total In-Kind from Partners | \$ | 8,792 |
| (g) Volunteer Labor Pledge (number of hours x \$10) 500x10=\$5,000.00.
(This number must match the total hours on the Volunteer Hours Pledge Form) | \$ | 5,000 |
| (h) Total In-Kind from Contributions (f + g) | \$ | 13,792 |
| (i) Grand Total Project Revenues (d+h) | \$ | 19,292 |

| | | |
|--|---|-----------|
| (j) Total Neighborhood Match (c + h) (total cash from partners
total in-kind from contributions --includes volunteer hours) | + | \$ 14,292 |
|--|---|-----------|

2

| | | |
|---|----|----------|
| Total Neighborhood Match must exceed the City Grant Request listed
on this line (and on Section A. (a) above | \$ | 5,000.00 |
|---|----|----------|

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

Neighborhood Partners Fund
VOLUNTEER LOG

| <i>Type of Work</i> | <i>Date</i> | <i>Name of Volunteer</i> | <i>Signature of Volunteer</i> | <i>Address</i> | <i>Phone</i> | <i>Hours Worked</i> |
|---------------------|-------------|--------------------------|-------------------------------|----------------|--------------|---------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

X \$10

Total Match Value \$

Neighborhood Partners Fund FINAL REPORT

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

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

[illegible]

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
Cultural Corridor Coalition

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Cultural Corridor Coalition**, 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 **900 Las Vegas Blvd. N. , Las Vegas, NV 89101**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **Day of Adventure Project** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program.". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$ **5,000** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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 Coalition will utilize this funding to pay for costs incurred during the Annual Day of Adventure in the Cultural Corridor Coalition.

Tasks to be Performed:

- Coordinate the Day of Adventure activities with other cultural entities.
- Promote the event through radio in English and Spanish.
- Obtain donations from suppliers and businesses surrounding the corridor.

Level of Service to be Provided:

This project will promote a safe, educational event in the downtown area offering a fun-filled day for the entire family.

Measurable Goals for Grant period:

- Identify and promote the cultural corridor as a museum/arts neighborhood.
- Enhance the awareness, visitation, and use by the public.
- Promote collaboration among the seven cultural institutions and the surrounding neighborhoods.

"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:*

Marilyn Gillespie, 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 **July 1, 2004** or the date first written above, until **June 30, 2005**, 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 Match Expended Statement, 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. Match Expenditure Statement should be submitted with copies of written materials which document the expenditure of the donated good which are reported. This documentation will include: the relevant volunteer time sheets (the form of which is attached as Exhibit "C"), letters from professionals, such as architects, engineers, and teachers, 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, work party photographs, construction timelines, job descriptions, contractor contracts, and design drawings.
5. The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

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 NPF funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **July 1, 2004**, or the date first written above, through **June 30, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no NPF grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that NPF grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **July 1, 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 NPF 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.

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, NPF 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 NPF 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 NPF funds;
2. Proceeds from the disposition of equipment purchased with NPF funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with NPF 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 NPF 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 NPF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF 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. The CITY can 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 program records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. RIGHT TO REVIEW AND AUDIT

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.
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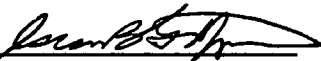
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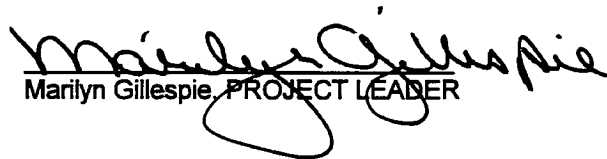
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IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

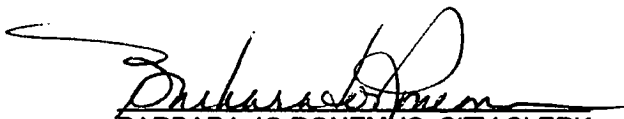
Cultural Corridor Coalition


OSCAR B. GOODMAN, MAYOR


Marilyn Gillespie, PROJECT LEADER

ATTEST:

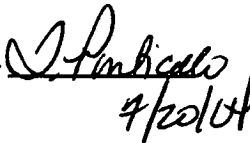
ATTEST:


BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04


4/20/04

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT)

CULTURAL CORRIDOR

A. CASH

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

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

| | | |
|-------------------------------|----|---|
| _____ | \$ | - |
| _____ | \$ | - |
| _____ | | |
| _____ | \$ | - |
| _____ | \$ | - |
| (c)Total Cash from Partners | \$ | - |

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

B. IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

| | | |
|---|----|-------|
| Marilyn Gillespie, Las Vegas Natural History Museum | \$ | 960 |
| Sandra Harris, Neon Museum | \$ | 680 |
| Suzanne LeBlanc, Lied Discovery Children's Museum | \$ | 1,042 |
| Chris Macek, Old Las Vegas Mormon Fort | \$ | 517 |
| Arthur Cabrales, Las Vegas Library | \$ | 768 |
| Jillians | \$ | 500 |
| Bunkers | \$ | 1,200 |
| _____ | \$ | - |
| _____ | \$ | - |
| (f) Total In-Kind from Partners | \$ | 5,667 |

(g) Volunteer Labor Pledge (number of hours x \$10) 115 hours x \$10 \$ 1,150
(This number must match the total hours on the Volunteer Hours Pledge Form)

(h) Total In-Kind from Contributions (f+ g) \$ 6,817

(i)Grand Total Project Revenues (d+h) \$ 11,817

(j) Total Neighborhood Match (c +h) (total cash from partners
+ total in-kind from contributions --includes volunteer hours)

\$ 6,817

Total Neighborhood Match must exceed the City Grant Request
listed on this line (and on Section A. (a) above)

\$ 5,000.00

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

Neighborhood Partners Fund
VOLUNTEER LOG

| <i>Type of Work</i> | <i>Date</i> | <i>Name of Volunteer</i> | <i>Signature of Volunteer</i> | <i>Address</i> | <i>Phone</i> | <i>Hours Worked</i> |
|---------------------|-------------|--------------------------|-------------------------------|----------------|--------------|---------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

X \$10

Total Match Value \$

Neighborhood Partners Fund FINAL REPORT

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

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

[illegible]

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
Gateway Business Association

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Gateway Business Association**, 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 ~~3680 Ruth Drive, Las Vegas, NV 89121~~ *3625 W. TECO Ave #1* *118* 

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **Gateway's Communication Project** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program.". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 2,700** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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 Association will use the funds to develop capacity and encourage new members to participate in neighborhood improvement activities.

Tasks to be Performed:

- Attract new business owners to the association.
- Organize and coordinate quarterly mixers to provide network opportunities for business owners.
- Develop special programs in the neighborhood to improve conditions for businesses and residents of the area.
- Order business cards, letterhead, and envelopes for executive board and committee chairs.

Level of Service to be Provided:

This project will help the members from this very low income area to impact their neighborhood by interfacing with businesses (such as the Stratosphere) in developing a strategy in improving the Meadows Village neighborhood and the Las Vegas Blvd area that serves as an entryway to the downtown.

Measurable Goals for Grant period:

- Increase membership and participation in the business association.
- Work with members to develop a vision and mission for the area.
- Network with existing neighborhood and business associations to develop goals for improving this entryway to the downtown.

"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:*

Renee Riley, 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 **July 1, 2004** or the date first written above, until **June 30, 2005**, 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 Match Expended Statement, 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. Match Expenditure Statement should be submitted with copies of written materials which document the expenditure of the donated good which are reported. This documentation will include: the relevant volunteer time sheets (the form of which is attached as Exhibit "C"), letters from professionals, such as architects, engineers, and teachers, 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, work party photographs, construction timelines, job descriptions, contractor contracts, and design drawings.
5. The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

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 NPF funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **July 1, 2004**, or the date first written above, through

June 30, 2005. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no NPF grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that NPF grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **July 1, 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 NPF 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.

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, NPF 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 NPF 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 NPF funds;
2. Proceeds from the disposition of equipment purchased with NPF funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with NPF 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 NPF 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 NPF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF 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. The CITY can 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 program records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. RIGHT TO REVIEW AND AUDIT

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its

records relating to this Agreement to be retained by the City for the required period of time.

2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. 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.

G. 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 NPF-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.

H. 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 NPF Program. An extension of a **June 30, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** NPF funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

J. 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 3680 Ruth Drive, NV 89121. 118 Jd.
3625 W. Teco Ave #1

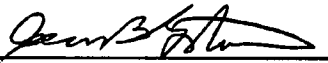
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

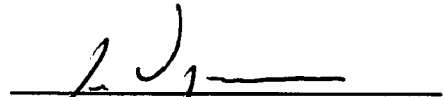
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Gateway Business Association


OSCAR B. GOODMAN, MAYOR


~~Rense Riley~~, PROJECT LEADER
Joseph Dominguez

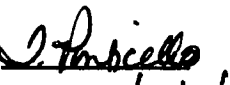
ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04 
7/19/04

GATEWAY

A. CASH

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

\$ 2700 -

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

Non profit cost.

\$ 75 -

\$ -

\$ -

\$ -

(c) Total Cash from Partners \$ 75 - 00

(d) Total Cash (a + c) \$ 2775 - 00

B. IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

Stratopphere (mtg room + refreshments - 12 months)

\$ 1200 -

Addie La Bayere - take minutes - create city newsletter

\$ 1500 -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

(f) Total In-Kind from Partners \$ 2700 -

(g) Volunteer Labor Pledge (number of hours x \$10) 150 X \$10

\$ 1500 -

(This number must match the total hours on the Volunteer Hours Pledge Form)

(h) Total In-Kind from Contributions (f + g) \$ 4200 -

(i) Grand Total Project Revenues (d+h) \$ 6975 -

(j) Total Neighborhood Match (c + h) (total cash from partners
total in-kind from contributions -includes volunteer hours)

+

\$ 4275 -

Total Neighborhood Match must exceed the City Grant Request listed
on this line (and on Section A. (a) above)

\$ 2700 -

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include an trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

EXHIBIT D

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

| Neighborhood Partners Fund
VOLUNTEER LOG | | | | | | |
|---|-------------|--------------------------|-------------------------------|----------------|--------------|---------------------|
| <i>Type of Work</i> | <i>Date</i> | <i>Name of Volunteer</i> | <i>Signature of Volunteer</i> | <i>Address</i> | <i>Phone</i> | <i>Hours Worked</i> |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

Total Match Value \$ X \$10

Neighborhood Partners Fund FINAL REPORT

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

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

[illegible]

**NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
Lakes Association**

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Lakes Association**, 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 **3012 Island View Ct., Las Vegas, NV 89117**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **Lakes Festival of Lights Project** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program.". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$ **5,000** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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 Lakes Association will organize this Parade of Lights as a community celebration to bring the community together to celebrate the 2004 holidays.

Tasks to be Performed:

- Event kickoff meeting; contact sponsor vendors
- Selection, contracting, coordination, and planning of arts and crafts festival
- Arrange all publicity; coordinate charitable activities
- Contract with and coordinate security, toilets, fencing, clean up activities.
- Recruitment, coordination, and training of boat owners for parade; send out mailings, put up signs, issue flyers.
- Coordinate the judging, awards, and appreciation; conduct event.

Level of Service to be Provided:

This project estimates over 1500 participants from the neighboring communities, will participate. It will allow residents an opportunity to meet each other during this annual event.

Measurable Goals for Grant period:

- Build a stronger sense of community at the Lakes.
- Use any proceeds to provide community improvements.
- Involve local youth in the event.
- Increase communication and interaction among neighbors;

"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:*

Greg Toussaint, 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 **July 1, 2004** or the date first written

above, until **June 30, 2005**, 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 Match Expended Statement, 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. Match Expenditure Statement should be submitted with copies of written materials which document the expenditure of the donated good which are reported. This documentation will include: the relevant volunteer time sheets (the form of which is attached as Exhibit "C"), letters from professionals, such as architects, engineers, and teachers, 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, work party photographs, construction timelines, job descriptions, contractor contracts, and design drawings.
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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.

D. TIME OF PERFORMANCE

This Agreement provides for NPF funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **July 1, 2004**, or the date first written above, through **June 30, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no NPF grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that NPF grant award funds are appropriated and

allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **July 1, 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 NPF 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.

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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 program records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. RIGHT TO REVIEW AND AUDIT

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its

records relating to this Agreement to be retained by the City for the required period of time.

2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. 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.

G. 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 NPF-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.

H. 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 NPF Program. An extension of a **June 30, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** NPF funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

J. 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 3012 Island View Ct, NV 89117.

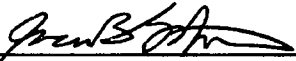
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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.

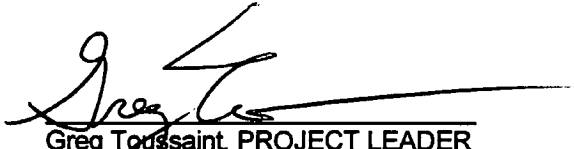
IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Lakes Association



OSCAR B. GOODMAN, MAYOR



Greg Toussaint, PROJECT LEADER

ATTEST:

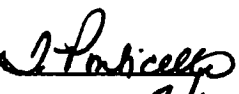
ATTEST:



BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04 
7/19/04

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT)

THE LAKES ASSOC

A. CASH

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

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

Arts & crafts booths rentals \$ 500

Sponsorships \$ 4,000

Food concessions \$ 800

Car show entry fees \$ 800

Community yards sale \$ 1,100

\$ -

(c) Total Cash from Partners \$ 7,200

(d) Total Cash (a + c) \$ 12,200

J. IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

Landscape maintenance (clean up) \$ 1,200 ✓

Furniture rental \$ 1,000 ✓

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

(f) Total In-Kind from Partners \$ 2,200

(g) Volunteer Labor Pledge (number of hours x \$10) \$ 13,650

(This number must match the total hours on the Volunteer Hours Pledge Form)

(h) Total In-Kind from Contributions (f + g) \$ 15,850

(i) Grand Total Project Revenues (d+h) \$ 28,050

| | | |
|--|---|-----------|
| (j) Total Neighborhood Match (c + h) (total cash from partners total in-kind from contributions –includes volunteer hours) | + | \$ 23,050 |
|--|---|-----------|

| | |
|---|-------------|
| Total Neighborhood Match must exceed the City Grant Request listed on this line (and on Section A. (a) above) | \$ 5,000.00 |
|---|-------------|

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

Neighborhood Partners Fund
VOLUNTEER LOG

| <i>Type of Work</i> | <i>Date</i> | <i>Name of Volunteer</i> | <i>Signature of Volunteer</i> | <i>Address</i> | <i>Phone</i> | <i>Hours Worked</i> |
|---------------------|-------------|--------------------------|-------------------------------|----------------|--------------|---------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

X \$10

Total Match Value \$

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
Las Vegas Arts District

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Las Vegas Arts District**, 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 **330 E. Charleston Blvd., Las Vegas, NV 89104**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **Light Up the Arts District** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program.". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 5,000** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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 Arts District is organizing the Light Up the Arts District campaign to install lights on eligible power poles through the PAL program, provide resources to help businesses, and residents to install or upgrade exterior lights, and encourage businesses to keep exterior lights on at night.

Tasks to be Performed:

- Meet with Nevada Power officials to work out the lighting deal.
- Visit businesses to gain their commitment in this lighting program.
- Send flyers to businesses and residents of the area to engage them in this safety-related program.
- Order more PAL lights installed.

Level of Service to be Provided:

This project will increase the perception of safety throughout the area while cutting down dark areas where crime occurs.

Measurable Goals for Grant period:

- Install more PAL lights throughout the neighborhood (estimated 29 lights with this grant).
- Install exterior lights on certain buildings on Casino Center.
- Encourage neighbors to donate more money to campaign to increase the number of lights in the area.

"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:*

Anne Kellogg, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

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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 program records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. RIGHT TO REVIEW AND AUDIT

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.
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any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

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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.

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"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.

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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, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

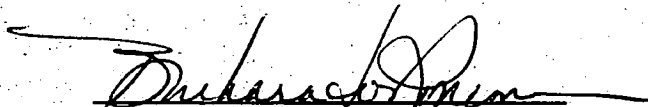
Las Vegas Arts District


OSCAR B. GOODMAN, MAYOR


Anne Kellogg, PROJECT LEADER

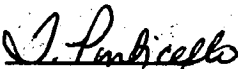
ATTEST:

ATTEST:


BARBARA JO RONEUMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04 
7/20/04

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include an trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

| Neighborhood Partners Fund
VOLUNTEER LOG | | | | | | |
|---|------|-------------------|------------------------|---------|-------|--------------|
| Type of Work | Date | Name of Volunteer | Signature of Volunteer | Address | Phone | Hours Worked |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

| | | |
|-------------------|----|------|
| | X | \$10 |
| Total Match Value | \$ | |

Neighborhood Partners Fund FINAL REPORT

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

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

[illegible]

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
The Last of the REs

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Last of the REs, 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 4740 E. Van Buren, Las Vegas, NV 89110.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 NPF-funded Program known as **Back to School Fair and Dance** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program.". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$ **5,000** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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 Last of the REs will use the funding to provide a Back to School Fair and dance for Robison Middle School youth.

Tasks to be Performed:

- Purchase the backpacks and items to be distributed for the Back to School Fair.
- Work with school officials and volunteers to coordinate the August 25 event.
- Organize the 6th grade orientation dance.

Level of Service to be Provided:

This project will provide school supplies and backpack to students from a very low income level. Sixth graders attending Robison Middle school for the first time will meet other youth in the same grade during the orientation dance. The dance will help unify students from 7 local elementary schools.

Measurable Goals for Grant period:

- Provide supplies and backpacks to students who need assistance.
- Provide a welcoming event to ensure students feel comfortable at this school.
- Provide a low-cost Welcome Dance for students of all economic levels.

"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:*

Marta Minty, 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 **July 1, 2004** or the date first written above, until **June 30, 2005**, 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 Match Expended Statement, 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. Match Expenditure Statement should be submitted with copies of written materials which document the expenditure of the donated good which are reported. This documentation will include: the relevant volunteer time sheets (the form of which is attached as Exhibit "C"), letters from professionals, such as architects, engineers, and teachers, 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, work party photographs, construction timelines, job descriptions, contractor contracts, and design drawings.
5. The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

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 NPF funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **July 1, 2004**, or the date first written above, through **June 30, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no NPF grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that NPF grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **July 1, 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 NPF 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.

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.

APPLICANT MUST PROVIDE COST ESTIMATES FOR THE PROJECT

LAS VEGAS ARTS DISTRICT

Anne
Changed 4/19/04

A. CASH

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

\$ 5,000 -

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

| | |
|-----------------|-------------|
| Mike Hinkle | \$ 3,769.20 |
| Agua Fria Plaza | \$ 1,130.76 |
| Quikrete | 376.92 |
| Whitiggo | \$ 1,130.76 |

(c) Total Cash from Partners \$ 6,407.64

(d) Total Cash (a + c) \$ 11,407.64

B. IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

| | |
|------|----|
| Anne | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |

(f) Total In-Kind from Partners \$

(g) Volunteer Labor Pledge (number of hours x \$10)

\$ 1,750.00

(This number must match the total hours on the Volunteer Hours Pledge Form)

(h) Total In-Kind from Contributions (f + g) \$ 1,750.00

(i) Grand Total Project Revenues (d+h) \$ 13,157.64

| | | |
|---|---|-------------|
| (j) Total Neighborhood Match (c + h) (total cash from partners total in-kind from contributions --includes volunteer hours) | + | \$ 8,157.64 |
|---|---|-------------|

| | |
|---|-------------|
| Total Neighborhood Match must exceed the City Grant Request listed on this line (and on Section A. (a) above) | \$ 5,000.00 |
|---|-------------|

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, NPF 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 NPF 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 NPF funds;
2. Proceeds from the disposition of equipment purchased with NPF funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with NPF 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 NPF 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 NPF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF 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. The CITY can 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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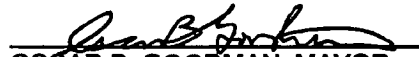
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IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Last of the REs


OSCAR B. GOODMAN, MAYOR


Marta Minty, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04


7/20/04

| |
|---|
| Robison Community School - Back to School Fair & Dance |
|---|

LAST OF THE RE'S

A. CASH

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

| | | |
|--|----|---|
| (b) Cash from Partners (list names & amount of donation) | \$ | - |
|--|----|---|

| | | |
|------------------------------|----|---|
| _____ | \$ | - |
| _____ | \$ | - |
| _____ | \$ | - |
| _____ | \$ | - |
| _____ | \$ | - |
| (c) Total Cash from Partners | \$ | - |

| | | |
|------------------------|----|-------|
| (d) Total Cash (a + c) | \$ | 5,000 |
|------------------------|----|-------|

IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

| | | |
|--|----|--------|
| Robison Community School - Staff | \$ | 1,500 |
| Robison Middle School - principal and teachers | \$ | 2,100 |
| Robison Middle School - cafeteria, gym and field area for Back to School Fair | \$ | 450 |
| Robison Community School - supplies - tables, chairs, coolers, film for pictures, etc. | \$ | 700 |
| Marketing - fliers and banners | \$ | 800 |
| Comm. College S. NV - staff assistance - Fair | \$ | 150 |
| Kids to Kids - books for Back to School Fair | \$ | 4,000 |
| Robison Comm. School - Park Marshals for Dance | \$ | 300 |
| _____ | \$ | - |
| (f) Total In-Kind from Partners | \$ | 10,000 |

| | | |
|---|----|-------|
| (g) Volunteer Labor Pledge (number of hours x \$10) | \$ | 1,300 |
|---|----|-------|

(This number must match the total hours on the Volunteer Hours Pledge Form)

| | | |
|--|----|--------|
| (h) Total In-Kind from Contributions (f+g) | \$ | 11,300 |
|--|----|--------|

| | | |
|--|----|--------|
| (i) Grand Total Project Revenues (d+h) | \$ | 16,300 |
|--|----|--------|

| | | |
|---|----|--------|
| (j) Total Neighborhood Match (c + h) (total cash from partners + total in-kind from contributions --includes volunteer hours) | \$ | 16,300 |
|---|----|--------|

| | | |
|---|----|----------|
| Total Neighborhood Match must exceed the City Grant Request listed on this line (and on Section A. (a) above) | \$ | 5,000.00 |
|---|----|----------|

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

EXHIBIT C

| Neighborhood Partners Fund
VOLUNTEER LOG | | | | | | |
|---|------|-------------------|------------------------|---------|-------|--------------|
| Type of Work | Date | Name of Volunteer | Signature of Volunteer | Address | Phone | Hours Worked |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

Total Hours

X \$10

Total Match Value **\$**

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
Peccole Ranch Community Association

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Peccole Ranch Community Association**, 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 **1913 Shifting Winds Street, Las Vegas, NV 89117**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **Pump N 5K Run** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 5,000** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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 Peccole Ranch Association organized this event in an effort to promote health, fitness, and community/neighborhood interaction.

Tasks to be Performed:

- Work with volunteers and company to organize the run around the community.
- Hire a race management company to coordinate the actual race.
- Develop the brochure/flyer to promote the race and entice runners to pay entry fee.
- Purchase the awards for all entries to the race.

Level of Service to be Provided:

This project will address a local and national concern with obesity and with inactivity by promoting a fun, family-oriented event that allows families to interact with other residents interested in same issues.

Measurable Goals for Grant period:

- Draw 200 residents from the Peccole Ranch Area to a community event.
- Create an annual neighborhood event that will generate camaraderie and community pride.
- Donate \$1500 to the Clarence A. Piggott Elementary School for use in improving 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:*

Douglas Sheppard, 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 **July 1, 2004** or the date first written above, until **June 30, 2005**, 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 Match Expended Statement, 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. Match Expenditure Statement should be submitted with copies of written materials which document the expenditure of the donated good which are reported. This documentation will include: the relevant volunteer time sheets (the form of which is attached as Exhibit "C"), letters from professionals, such as architects, engineers, and teachers, 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, work party photographs, construction timelines, job descriptions, contractor contracts, and design drawings.
5. The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

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 NPF funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **July 1, 2004**, or the date first written above, through **June 30, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no NPF grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that NPF grant award funds are appropriated and

allocated by the CITY. "SUBRECIPIENT" program expenses incurred after July 1, 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 NPF 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.

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, NPF 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 NPF 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 NPF funds;
2. Proceeds from the disposition of equipment purchased with NPF funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with NPF 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 NPF 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 NPF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF 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. The CITY can 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 program records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. RIGHT TO REVIEW AND AUDIT

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its

records relating to this Agreement to be retained by the City for the required period of time.

2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. 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.

G. 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 NPF-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.

H. 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 NPF Program. An extension of a **June 30, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** NPF funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

J. 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 1913 Shifting Winds, NV 89117.

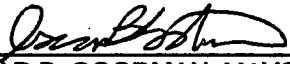
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Peccole Ranch Community



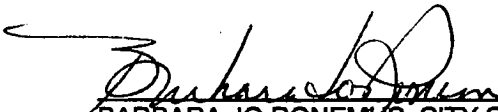
OSCAR B. GOODMAN, MAYOR



Douglas Sheppard, PROJECT LEADER

ATTEST:

ATTEST:



BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04 
7/19/04

In-Kind Donations Pledge

EXHIBIT A

APPLICANT MUST PROVIDE COST ESTIMATES FOR REQUEST

PECCOLE RANCH

A. CASH

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

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

| | | |
|--|------------|---------------------------------------|
| Spencer Walden / Coast to Coast Realtors | \$ 1,000 - | <i>Modified</i>

<i>5/19/04</i> |
| Mark Fries | \$ 1,000 - | |
| All ABOUT Fitness / Eric Konz | 200 | |
| 40 Entries @ \$20 a person = | \$ 800 - | |
| | \$ - | |

(c) Total Cash from Partners \$ 3,000 -

(d) Total Cash (a + c) \$ 8,000 -

1. IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

| | |
|--------------------------------|----------|
| P.F. Changs Rest. | \$ 80 - |
| Mimi's Rest. | \$ 60 - |
| Gold's Gym | \$ 150 - |
| Canyon Creative / Dale Sprague | \$ 500 - |
| Stirling Club / Michael Emery | \$ 500 - |
| Dr. Cheree Sandness | \$ 500 - |
| The Hub | \$ 130 - |
| | \$ - |
| | \$ - |

(f) Total In-Kind from Partners \$ 1,920 -

(g) Volunteer Labor Pledge (number of hours x \$10) \$ 2,500 -

(This number must match the total hours on the Volunteer Hours Pledge Form)

(h) Total In-Kind from Contributions (f + g) \$ 4,420 -

(i) Grand Total Project Revenues (d+h) **\$ 12,420**

| | | |
|--|---|----------|
| (j) Total Neighborhood Match (c + h) (total cash from partners total in-kind from contributions -includes volunteer hours) | + | \$ 7,420 |
|--|---|----------|

| | |
|---|------------|
| Total Neighborhood Match must exceed the City Grant Request listed on this line (and on Section A. (a) above) | \$ 5,000 - |
|---|------------|

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

Neighborhood Partners Fund
VOLUNTEER LOG

| <i>Type of Work</i> | <i>Date</i> | <i>Name of Volunteer</i> | <i>Signature of Volunteer</i> | <i>Address</i> | <i>Phone</i> | <i>Hours Worked</i> |
|---------------------|-------------|--------------------------|-------------------------------|----------------|--------------|---------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

X \$10

Total Match Value \$

Neighborhood Partners Fund FINAL REPORT

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

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

[illegible]

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
Rulon Earl Mobile Manor Resident Council

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Rulon Earl Mobile Manor Resident 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 **3901 E. Stewart #60, Las Vegas, NV 89110**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **Senior Energy Conservation & Security** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program.". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$ **5,000** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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 Rulon Earl Mobil Manor Resident Council will use these funds to provide energy solar screens and security doors to seniors living in this mobile park community.

Tasks to be Performed:

- Identify vendor for the solar screens and vendor for the doors.
- Identify the seniors who would like to have solar screens or doors installed in their mobile homes.
- Have vendors provide estimates for solar screens. Project team to visit Home Depot and Lowe's to get estimates for security doors.
- Order solar screens and doors. Work with Carpenter's Union to install the doors for free.

Level of Service to be Provided:

This project will help reduce energy expenses and provide security for seniors in this low-income mobile home park.

Measurable Goals for Grant period:

- Reduce energy costs for seniors.
- Partner with U.S. Consumer Products Safety Commission on safety concerns for seniors.
- Provide workshops through Nevada Power staff to provide energy conservation education.

"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:*

Thelma Clark, 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 **July 1, 2004** or the date first written

above, until **June 30, 2005**, 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 Match Expended Statement, 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. Match Expenditure Statement should be submitted with copies of written materials which document the expenditure of the donated good which are reported. This documentation will include: the relevant volunteer time sheets (the form of which is attached as Exhibit "C"), letters from professionals, such as architects, engineers, and teachers, 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, work party photographs, construction timelines, job descriptions, contractor contracts, and design drawings.
5. The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

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 NPF funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **July 1, 2004**, or the date first written above, through **June 30, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no NPF grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that NPF grant award funds are appropriated and

allocated by the CITY. "SUBRECIPIENT" program expenses incurred after July 1, 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 NPF 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.

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.

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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.

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, NPF 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" 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 NPF funds;
2. Proceeds from the disposition of equipment purchased with NPF funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with NPF 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 NPF 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 NPF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF 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. The CITY can 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 program records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. RIGHT TO REVIEW AND AUDIT

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its

records relating to this Agreement to be retained by the City for the required period of time.

2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. 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.

G. 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 NPF-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.

H. 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 NPF Program. An extension of a **June 30, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** NPF funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

J. 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 3901 E. Stewart Avenue #60, NV 89110.

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.

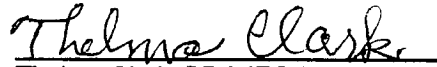
IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Rulon Earl Mobile Manor Resident Council



OSCAR B. GOODMAN, MAYOR



Thelma Clark, PROJECT LEADER

ATTEST:

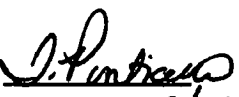
ATTEST:



BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04 
7/19/04

RULON EARL

A. CASH

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

\$ 5000. —

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

Rulon Earl Resident Council

\$ 85. —

\$ —

\$ —

\$ —

(c) Total Cash from Partners

85

(d) Total Cash (a + c)

\$ 5085. —

B. IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

LV Housing (Installation of Security Lights)

\$ 586. —

OASIS Solar Screens

\$ 841.00

\$ —

U.S. Consumer Product Safety Commission

\$ 300. —

Office Max - Paper Shredder -

\$ 10. —

\$ —

\$ —

\$ —

\$ —

(f) Total In-Kind from Partners

\$ 1737. —

(g) Volunteer Labor Pledge (number of hours x \$10) 520 hrs x \$10

\$ 5200. —

(This number must match the total hours on the Volunteer Hours Pledge Form)

(h) Total In-Kind from Contributions (f + g)

\$ 6937. —

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

\$ 12,022

(j) Total Neighborhood Match (c + h) (total cash from partners
total in-kind from contributions --includes volunteer hours)

+

\$ 7022. —

Total Neighborhood Match must exceed the City Grant Request listed
on this line (and on Section A. (a) above)

\$ 5,000. —

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include an trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

| VOLUNTEER LABOR | | | | | |
|------------------------|----------------------|--------------|----------------|------------------------|--------------|
| Date | Number of Volunteers | Hours Worked | Labor Activity | Doc. Number Attached * | Value Amount |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Subtotal | | | | | \$ |

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

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

| Neighborhood Partners Fund
VOLUNTEER LOG | | | | | | |
|---|------|-------------------|------------------------|---------|-------|--------------|
| Type of Work | Date | Name of Volunteer | Signature of Volunteer | Address | Phone | Hours Worked |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

Total Match Value \$ X \$10

Neighborhood Partners Fund FINAL REPORT

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

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

[illegible]

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
Sartini Plaza Resident Council

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Sartini Plaza Resident 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 **5200 Alpine Place #22, Las Vegas, NV 89107**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **Neighborhood Beautification** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program.". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$ 4,200** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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:

This project will fund a couple of Xeriscapes around the annex area to reduce the water usage and improve the look of the entryway. Funding will pay for an enclosure to the mailboxes area to provide security for seniors and their mail.

Tasks to be Performed:

- Work with landscaper to design the area needing improvement.
- Visit nurseries to identify the plants to be use in this beautification project.
- Coordinate with the Las Vegas Housing Authority for staffing to do these jobs.
- Purchase the plants and equipment to fulfill the project.

Level of Service to be Provided:

This project will beautify common area and entryways and provide security for the seniors accessing the mailboxes.

Measurable Goals for Grant period:

- Discourage criminal activity and vandalism of mailboxes and mail.
- Improve the common areas and entryway of the community.
- Create a harmonious and beautiful living area for seniors in the community.

"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:*

Amelia Coulton, 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 **July 1, 2004** or the date first written above, until **June 30, 2005**, 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 Match Expended Statement, 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

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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. The CITY can 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.

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

E. RIGHT TO REVIEW AND AUDIT

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.
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any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

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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.

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IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

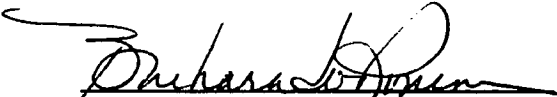
Sartini Plaza Resident Council


OSCAR B. GOODMAN, MAYOR


Amelia Coulton, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04


7/20/04

SARTINI PLAZA

A. CASH

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

\$ 4200.00

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

\$ _____
 \$ _____

\$ _____

\$ -

§ -

(c)Total Cash from Partners \$ 88 -

(d) Total Cash (a + c) \$ 4200

IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

| | | |
|---|----|---------|
| Las Vegas Housing Authority (for Terescope) | \$ | 5700-00 |
| Las Vegas Housing Authority (for enclosure) | \$ | 5500-00 |
| Wal-Mart (for drinks for volunteers & labors) | \$ | 200-00 |
| IRON LLC 10% Discount | \$ | 258-00 |

\$ 5700-00

\$ 5500 - 00

\$ 2.00 - 00

\$ 258 - 00

§ -

§ -

\$ -

§ -

\$ _____

(f) Total In-Kind from Partners \$ 11,658

(g) Volunteer Labor Pledge (number of hours x \$10)

(This number must match the total hours on the Volunteer Hours Pledge Form)

§ -

1220 00

(h) Total In-Kind from Contributions (f+ g) \$/2878.00

(i)Grand Total Project Revenues (d+h) \$17,078

**(j) Total Neighborhood Match (c + h) (total cash from partners
total in-kind from contributions --includes volunteer hours)**

+

\$12878 00

Total Neighborhood Match must exceed the City Grant Request listed on this line (and on Section A. (a) above

\$4200

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include an trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

Neighborhood Partners Fund
VOLUNTEER LOG

| <i>Type of Work</i> | <i>Date</i> | <i>Name of Volunteer</i> | <i>Signature of Volunteer</i> | <i>Address</i> | <i>Phone</i> | <i>Hours Worked</i> |
|---------------------|-------------|--------------------------|-------------------------------|----------------|--------------|---------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

X \$10

Total Match Value \$

Neighborhood Partners Fund FINAL REPORT

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

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

[illegible]

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
Stupak Neighborhood Council

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Stupak Neighborhood 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 **301 W. Boston Avenue Apt 25, Las Vegas, NV 89102**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **Back To School Fair** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program.". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$ **5,000** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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:

This grant will assist with providing economically challenged youth the basic tools and supplies to begin the new school year. It is hoped these tools will help them be more successful in school.

Tasks to be Performed:

- Schedule date for event.
- Contact vendors to identify costs for items to be given away to schoolchildren from this neighborhood.
- Partner with metro, non-profit agencies, and radio station for the event.
- Obtain cash or material donations from sponsors

Level of Service to be Provided:

This grant will help the Stupak Neighborhood Council to purchase over 300 backpacks, T-shirts, and school supplies and rent amusement activities for the Back-to-School Fair.

Measurable Goals for Grant period:

- Provide various free health care services to youth under 18.
- Provide needed information to educate the parent of these youth about health care, childcare, before/after school programs, and early learning programs.
- Provide backpacks with school supplies to at least 800 children (through these funds and other donations).

"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:*

Angela Sickler, 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 **July 1, 2004** or the date first written above, until **June 30, 2005**, 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 Match Expended

Statement, 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. Match Expenditure Statement should be submitted with copies of written materials which document the expenditure of the donated good which are reported. This documentation will include: the relevant volunteer time sheets (the form of which is attached as Exhibit "C"), letters from professionals, such as architects, engineers, and teachers, 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, work party photographs, construction timelines, job descriptions, contractor contracts, and design drawings.
5. The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

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 NPF funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **July 1, 2004**, or the date first written above, through **June 30, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no NPF grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that NPF grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **July 1, 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 NPF 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.

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, NPF 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 NPF 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 NPF funds;
2. Proceeds from the disposition of equipment purchased with NPF funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with NPF 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 NPF 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 NPF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF funds.

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C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

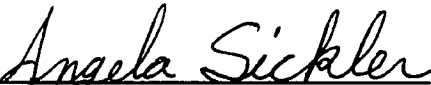
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CITY OF LAS VEGAS

Stupak Neighborhood Council


OSCAR B. GOODMAN, MAYOR


Angela Sickler, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04 
7/20/04

Project Budget

EXHIBIT A

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT)

STUPAK FAMILY

A. CASH

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

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

Stratosphere Hotel & Casino \$ 5,000

GES Exposition Services \$ 250

FDR Corp. \$ 300

(c) Total Cash from Partners \$ 5,550

(d) Total Cash (a + c) \$ 10,550

J. IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

Wal-Mart (back packs, school supplies) \$ 3,000

Nextel Nevada (school supplies) \$ 3,000

FDR Corporation (school supplies) \$ 250

Stratosphere Hotel, Casino & Tower (school supplies) \$ 3,000

WILD 102 FM Radio Station (PSA's, Live Remote) \$ 1,500

View Neighborhood Newspapers (newspaper article) \$ 100

MarMaxx Industries (various clothing) \$ 5,000

City of Las Vegas (CRU Unit - Marketing Materials i.e. flyers, banners, posters) \$ 300

City of Las Vegas (Stupak Community Center - Park Rental Fee) \$ 150

City of Las Vegas (Stupak Community Center - Staffing Costs) \$ 1,000

City of Las Vegas (Stupak, Doolittle, West & Mirabelli Comm. Ctr. - performing groups) \$ 500

City of Las Vegas (Stupak Community Center - Vehicle Usage) \$ 200

City of Las Vegas (various Community Center industrial equipment usage) \$ 400

JW Costello (beverages, snacks) \$ 1,000

Mr. North Las Vegas/Cut Above the Rest III/Academy of Hair Design (hair cuts/design) \$ 350

(f) Total In-Kind from Partners \$ 19,750

(g) Volunteer Labor Pledge (501.5 hours x \$10) \$ 5,015

(This number must match the total hours on the Volunteer Hours Pledge Form)

(h) Total In-Kind from Contributions (f+ g) \$ 24,765

(i) Grand Total Project Revenues (d+h) \$ 35,315

(j) Total Neighborhood Match (c +h) (total cash from partners
+ total in-kind from contributions --includes volunteer hours)

\$ 30,315

Total Neighborhood Match must exceed the City Grant Request listed
on this line (and on Section A. (a) above

\$ 5,000.00

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include an trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

Neighborhood Partners Fund
VOLUNTEER LOG

| <i>Type of Work</i> | <i>Date</i> | <i>Name of Volunteer</i> | <i>Signature of Volunteer</i> | <i>Address</i> | <i>Phone</i> | <i>Hours Worked</i> |
|---------------------|-------------|--------------------------|-------------------------------|----------------|--------------|---------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

X \$10

Total Match Value \$

Neighborhood Partners Fund FINAL REPORT

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

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
Tanglewood HOA

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Tanglewood HOA**, 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 **6350 Peak Drive, Las Vegas, NV 89108**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **Bodies by Bunker** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program.". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$ **3,100** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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:

This program will provide instruction on nutrition and exercise for elementary age youth and their parents.

Tasks to be Performed:

- Identify and purchase videos, exercise equipment (balls, jump ropes, etc) for the 200 students expected to participate.
- Order the supplies and equipment.
- Design flyer inviting youth and parents to the program classes.
- Identify volunteers to assist with the 18-week project.

Level of Service to be Provided:

This grant will teach youth about nutrition and exercise and help decrease obesity, a major risk factor in chronic diseases.

Measurable Goals for Grant period:

- Increase individual/family exercise activity.
- Develop healthy nutritional habits.
- Increase self esteem, social skills, and focus on achieving goals of lifelong healthy habits.

"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:*

Jenifer Hanley, 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 **July 1, 2004** or the date first written above, until **June 30, 2005**, 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 Match Expended Statement, 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. Match Expenditure Statement should be submitted with copies of written materials which document the expenditure of the donated good which are reported. This documentation will include: the relevant volunteer time sheets (the form of which is attached as Exhibit "C"), letters from professionals, such as architects, engineers, and teachers, 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, work party photographs, construction timelines, job descriptions, contractor contracts, and design drawings.
5. The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

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 NPF funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **July 1, 2004**, or the date first written above, through **June 30, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no NPF grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that NPF grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **July 1, 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 NPF 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.

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, NPF 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 NPF 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 NPF funds;
2. Proceeds from the disposition of equipment purchased with NPF funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with NPF 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 NPF 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 NPF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF 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. The CITY can 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 program records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. RIGHT TO REVIEW AND AUDIT

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.
2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom

any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. 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.

G. 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 NPF-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.

H. 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 NPF Program. An extension of a **June 30, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** NPF funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

J. 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 6350 Peak Drive, NV 89108.

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.

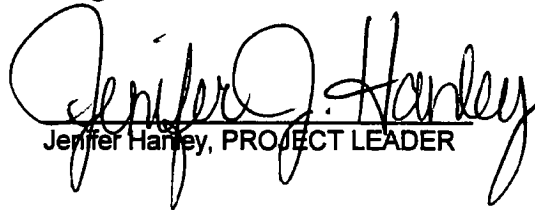
IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Tanglewood HOA



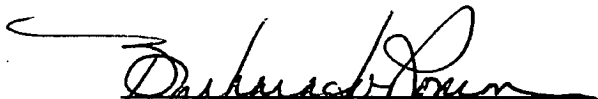
OSCAR B. GOODMAN, MAYOR



Jennifer Hanley, PROJECT LEADER

ATTEST:

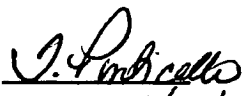
ATTEST:



BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04 
7/21/04

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT)

TANGLEWOOD

A. CASH

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

\$ 3100 -

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

\$ 0 -

\$ -

\$ -

\$ -

\$ -

\$ -

(c) Total Cash from Partners \$ 0 -

(d) Total Cash (a + c) \$ 3100 -

B. IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

\$ 4500 -

Bunker elementary (use of classrooms before and after school, multipurpose room, copiers, VCR, etc)

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

(f) Total In-Kind from Partners \$ -

(g) Volunteer Labor Pledge (number of hours x \$10) 230 x \$10

\$ 2300 -

(This number must match the total hours on the Volunteer Hours Pledge Form)

(h) Total In-Kind from Contributions (f + g) \$ 6800 -

(i) Grand Total Project Revenues (d+h) \$ 11900 -

(j) Total Neighborhood Match (c + h) (total cash from partners
total in-kind from contributions -includes volunteer hours)

+

\$ 6800 -

Total Neighborhood Match must exceed the City Grant Request listed
on this line (and on Section A. (a) above)

\$ 3100 -

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

Neighborhood Partners Fund
VOLUNTEER LOG

| <i>Type of Work</i> | <i>Date</i> | <i>Name of Volunteer</i> | <i>Signature of Volunteer</i> | <i>Address</i> | <i>Phone</i> | <i>Hours Worked</i> |
|---------------------|-------------|--------------------------|-------------------------------|----------------|--------------|---------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

X \$10

Total Match Value \$

Neighborhood Partners Fund FINAL REPORT

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

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

[illegible]

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
Timberline HOA

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Timberline HOA, 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 3412 Crystal Tower, Las Vegas, NV 89129.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **CHARM Island Beautification Project** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program.". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$ **5,000** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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:

This project will involve neighborhood volunteers and businesses to improve an ugly cement island with waterless turf and plants.

Tasks to be Performed:

- Meet with City of Las Vegas Public Works staff to discuss permits and approval process for project.
- Identify businesses to support project.
- Coordinate with vendors to begin installation.
- Create repeatable project that may be duplicated in other locations throughout the city.

Level of Service to be Provided:

This grant will make our neighborhoods more beautiful and will elicit participation from businesses to help with the improvement to the center island.

Measurable Goals for Grant period:

- Landscape an ugly cement island, thereby improving the aesthetics of the neighborhood.
- Provide a venue by which homeowners and the City of Las Vegas can keep the center islands looking nice while reducing the upkeep of these islands.
- Create a partnership between neighborhood and businesses.

"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:*

Richard Kronen, 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 **July 1, 2004** or the date first written above, until **June 30, 2005**, 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 Match Expended Statement, 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.
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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.

D. TIME OF PERFORMANCE

This Agreement provides for NPF funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **July 1, 2004**, or the date first written above, through **June 30, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no NPF grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that NPF grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **July 1, 2004**, but prior to execution of this Agreement will not be reimbursed.

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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.

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"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 NPF 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.

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4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with NPF funds, less costs incidental to generation of the income; and
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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. The CITY can 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 program records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. RIGHT TO REVIEW AND AUDIT

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.
2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom

any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. 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.

G. 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 NPF-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.

H. 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 NPF Program. An extension of a **June 30, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** NPF funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

J. 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 3412 Crystal Tower, Las Vegas, NV 89129.

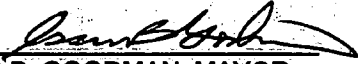
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

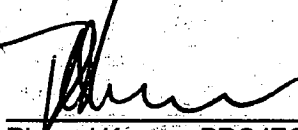
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Timberline HOA


OSCAR B. GOODMAN, MAYOR


Richard Kronen, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04


7/20/04

(APPLICANT MUST PROVIDE COST ESTIMATES FOR PROJECT)

TIMBERLINE

A. CASH

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

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

Richard Kronen \$ 3,500

\$ -

\$ -

\$ -

\$ -

\$ -

(c) Total Cash from Partners \$ 3,500

(d) Total Cash (a + c) \$ 8,500

B. IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

Gardner's Landscaping & Design \$ 1,515 ✓

Neil Turner \$ 451 ✓

Grass-Tex H2O -Less lawns & Turf \$ 549 ✓

The Canvas Nursery \$ 157 ✓

United Rentals (Equipment Rental) \$ 76 ✓

Home Depot \$45.00 Lowe's \$44.00 White Cap Industries \$229.00 \$ 328 362 ✓

United Rentals (Barricade Rental) \$ 128 ✓

Signs West \$ 50 ✓

Custom Design Metal Works \$ 138 ✓

(f) Total In-Kind from Partners \$ ~~2,392~~ 3426

(g) Volunteer Labor Pledge (number of hours x \$10) \$ 6,000

(This number must match the total hours on the Volunteer Hours Pledge Form)

(h) Total In-Kind from Contributions (f + g) \$ 9426

(i) Grand Total Project Revenues (d+h) \$ 17,926

| | | |
|--|---|-----------|
| (j) Total Neighborhood Match (c + h) (total cash from partners total in-kind from contributions –includes volunteer hours) | + | \$ 12,926 |
|--|---|-----------|

| | |
|--|-------------|
| Total Neighborhood Match must exceed the City Grant Request listed on this line (and on Section A. (a) above | \$ 5,000.00 |
|--|-------------|

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include an trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

Neighborhood Partners Fund
VOLUNTEER LOG

| <i>Type of Work</i> | <i>Date</i> | <i>Name of Volunteer</i> | <i>Signature of Volunteer</i> | <i>Address</i> | <i>Phone</i> | <i>Hours Worked</i> |
|---------------------|-------------|--------------------------|-------------------------------|----------------|--------------|---------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

X \$10

Total Match Value \$

Neighborhood Partners Fund FINAL REPORT

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

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

[illegible]

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
West Circle Neighborhood Association

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **West Circle Neighborhood Association**, 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 **1047 E. Oakey Blvd., Las Vegas, NV 89104**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and,
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **West Circle Newsletter Project** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program.". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$ **1,350** in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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 project will fund a quarterly, bilingual neighborhood newsletter that will highlight local events and news affecting the neighborhood, and will educate on city codes, the water drought and need for water conservation, and promote enhancement of the neighborhood.

Tasks to be Performed:

- Meet with project team to discuss topics for the newsletter.
- Delegate assignments to various project team members.
- Create newsletter on computer and make appropriate copies. Buy the stamps, address the copies of the newsletter, and mail.
- Organize neighborhood clean up program.
- Educate residents about city codes and water conservation.
- Welcome new residents to the neighborhood.

Level of Service to be Provided:

This project will improve the communication among residents. It will help newcomers, especially immigrants who are moving into this neighborhood, learn about city codes, maintaining the quality of life in the neighborhood, and neighborhood watch.

Measurable Goals for Grant period:

- Create opportunities for neighbors to meet and work with neighbors, increasing the sense of pride and spirit among them.
- Increase association participation.
- Create an image and plan for this mature neighborhood.

"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:*

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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. The CITY can 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 program records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. RIGHT TO REVIEW AND AUDIT

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its

records relating to this Agreement to be retained by the City for the required period of time.

2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

F. 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.

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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 NPF-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.

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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 NPF Program. An extension of a **June 30, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

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Expenditures charged to CITY fiscal year **2004-2005** NPF funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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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.

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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 1047 ~~W~~ Oakey Blvd, 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, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

West Circle Neighborhood Association



OSCAR B. GOODMAN, MAYOR



Chris Salm, PROJECT LEADER

ATTEST:

ATTEST:



BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04 
4/19/04

In-Kind Donations Pledge

EXHIBIT A

WEST CIRCLE

A. CASH

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

1350
\$ ~~1002.80~~

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

| | | |
|------------------------------|----|-------|
| _____ | \$ | - |
| _____ | \$ | - |
| _____ | \$ | - |
| _____ | \$ | - |
| _____ | \$ | - |
| _____ | \$ | - |
| (c) Total Cash from Partners | \$ | 00.00 |

(d) Total Cash (a + c) \$ ~~1002.80~~

IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

| | | |
|---------------------------------|----|-----|
| SEIU Local 1107 - copying | \$ | 400 |
| _____ | \$ | - |
| _____ | \$ | - |
| _____ | \$ | - |
| _____ | \$ | - |
| _____ | \$ | - |
| _____ | \$ | - |
| _____ | \$ | - |
| (f) Total In-Kind from Partners | \$ | - |

(g) Volunteer Labor Pledge (number of hours x \$10)

\$ 1240

(This number must match the total hours on the Volunteer Hours Pledge Form)

(h) Total In-Kind from Contributions (f + g) \$ 1640

(i) Grand Total Project Revenues (d+h) \$ ~~1640.00~~ 2990

| | | |
|--|---|------------|
| (j) Total Neighborhood Match (c + h) (total cash from partners total in-kind from contributions -includes volunteer hours) | + | \$ 1640.00 |
|--|---|------------|

| | |
|--|----------------------------|
| Total Neighborhood Match must exceed the City Grant Request listed on this line (and on Section A. (a) above | \$ 1002.80 1350 |
|--|----------------------------|

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include any trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

| Neighborhood Partners Fund
VOLUNTEER LOG | | | | | | |
|---|------|-------------------|------------------------|---------|-------|--------------|
| Type of Work | Date | Name of Volunteer | Signature of Volunteer | Address | Phone | Hours Worked |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

Total Match Value \$ _____ X \$10

Neighborhood Partners Fund FINAL REPORT

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

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

[illegible]

NEIGHBORHOOD PARTNERS FUND AGREEMENT
between the City Of Las Vegas and
West Sahara Community Association

THIS AGREEMENT, made and entered into this 17TH day of July, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **West Sahara Community Association**, 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 **8772 Captains Place, Las Vegas, NV 89117**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Neighborhood Partners Fund, hereinafter referred to as "NPF"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the NPF program to ensure that it conforms to the NPF 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 NPF Program's objectives, as follows:

- to increase participation and cooperation among neighborhood residents, businesses, and the City;
- to support emerging and established registered neighborhood-based organizations working on significant neighborhood issues and concerns through achievable projects; and;
- to empower registered neighborhood-based organizations to effectively plan and implement programs that address neighborhood needs.

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2004-2005** NPF-funded Program known as **West Sahara Fountain Replacement Project** that provides activities eligible under the Neighborhood Partners Fund as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$ 5,000 in NPF funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said NPF 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 project will fund the replacement of two water features on Sahara Avenue with Xeriscape landscaping to comply with the Las Vegas Valley Water District's new guidelines.

Tasks to be Performed:

- Identify volunteer group to assist with the design of the Xeriscape project.
- Visit nurseries and the Desert Demonstration Gardens to identify possible plants for these two areas to be landscaped.
- Work with resident/landscaper to identify the changes to be implemented in these corners.

Level of Service to be Provided:

This project will remove the water fountains and replace with Xeriscapes.

Measurable Goals for Grant period:

- Replace two old water guzzling features located on West Sahara Avenue with Xeriscape that follow the Water District's guidelines for water reduction.
- Beautify these two corners with drought-resistant plants and shrubberies.

"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:*

Russell Gray, 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 **July 1, 2004** or the date first written above, until **June 30, 2005**, 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 Match Expended Statement, 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. Match Expenditure Statement should be submitted with copies of written materials which document the expenditure of the donated good which are reported. This documentation will include: the relevant volunteer time sheets (the form of which is attached as Exhibit "C"), letters from professionals, such as architects, engineers, and teachers, 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, work party photographs, construction timelines, job descriptions, contractor contracts, and design drawings.
5. The "SUBRECIPIENT" shall provide a final, brief, written report with the final invoice which summarizes the Project's successes and lessons learned. An outline for the final report is included in Exhibit "D".

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 NPF funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **July 1, 2004**, or the date first written above, through **June 30, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no NPF grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that NPF grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **July 1, 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 NPF 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.

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, NPF 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 NPF 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 NPF funds;
2. Proceeds from the disposition of equipment purchased with NPF funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with NPF 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 NPF 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 NPF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of NPF 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. The CITY can 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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any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

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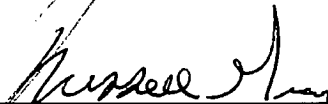
IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

West Sahara Community Association



OSCAR B. GOODMAN, MAYOR



Russell Gray, PROJECT LEADER

ATTEST:

ATTEST:



BARBARA JO RONEMUS, CITY CLERK

By: _____

COUNCIL ACTION: July 7, 2004, Item 85

APPROVED AS TO FORM: 3/4/04 
7/20/04

WEST SAHARA

A. CASH

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

\$ 5,000

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

West Sahara Community Assocaiotn
for Xeriscape plant project\$ -
\$ 5,000

(c) Total Cash from Partners \$ 5,000

(d) Total Cash (a + c) \$ 10,000

B. IN-KIND MATCH VALUE (Donated professional services and products)

(e) In-Kind Partners (list names & amount)

Jaramillo

clean-up and removal of debris

\$ -
\$ 5,000

(f) Total In-Kind from Partners \$ -

(g) Volunteer Labor Pledge (number of hours x \$10)

(This number must match the total hours on the Volunteer Hours Pledge Form)

\$ 1350
\$ -

(h) Total In-Kind from Contributions (f + g) \$ 6350

(i) Grand Total Project Revenues (d+h) \$ 16,350

(j) Total Neighborhood Match (c + h) (total cash from partners
total in-kind from contributions –includes volunteer hours)

\$ 11,350

Total Neighborhood Match must exceed the City Grant Request listed
on this line (and on Section A. (a) above)

\$ 5,000.00

Neighborhood Partners Fund MONTHLY PROGRESS REPORT

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

Please describe your project accomplishments for this month. Identify which project goals (as described in your contract) your organization has addressed and be sure to include an trouble spots or areas of concern.

[illegible]

MATCH EXPENDED REPORT

Project Name _____ Reporting Period: Start _____ End _____

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

I certify that the above amounts are true and correct.

Signature _____ Name (Printed) _____

* Number (#) each piece of documentation and note the number (#) in the column indicated. Attach all match documentation.

Project Name: _____

EXHIBIT C

Neighborhood Partners Fund
VOLUNTEER LOG

| <i>Type of Work</i> | <i>Date</i> | <i>Name of Volunteer</i> | <i>Signature of Volunteer</i> | <i>Address</i> | <i>Phone</i> | <i>Hours Worked</i> |
|---------------------|-------------|--------------------------|-------------------------------|----------------|--------------|---------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Hours | | | | | | |

X \$10

Total Match Value \$

Neighborhood Partners Fund FINAL REPORT

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

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

[illegible]

**NEIGHBORHOOD PARTNERS FUND
LANDSCAPE IMPROVEMENT AND MAINTENANCE AGREEMENT
between the City Of Las Vegas and Laguna Bay Association and
West Sahara Community Association**

THIS AGREEMENT, made and entered into this 29th day of August, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Laguna Bay Association ("LBA")**, a nonprofit corporation duly organized under the laws of the State of Nevada, and **West Sahara Community Association ("WSCA")**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter collectively referred to as "SUBRECIPIENTS," whose primary mailing address at the date of execution is 3012 Island View Court, Las Vegas, NV 89117.

WITNESSETH

WHEREAS, the CITY owns the public right-of-way that is commonly known as the **Public Right-of-Way in the Center of the Roundabout at Lake South Drive and Crystal Water Way**, and more particularly described in Exhibit "A," which is attached hereto and by this reference made a part hereof; and

WHEREAS, the CITY provided to LBA a Neighborhood Partners Fund Improvement Grant in the amount of \$4700 to landscape and improve a certain public right of way as further described below; and

WHEREAS, LBA intends to landscape and improve this "Public right-of-way Landscape Improvement;" and WSCA desires to maintain the Public Right of Way Landscape Improvements; and

WHEREAS, by this Agreement, the "SUBRECIPIENTS" request the City's approval of this Public Right-of-Way Landscape Improvement and in accordance with the terms of this Agreement.

NOW, THEREFORE, the CITY hereby authorizes and permits the "SUBRECIPIENTS" to provide this Public Right-of-Way Landscape Improvement in accordance with, and the "SUBRECIPIENTS" agree to the following terms, covenants, and conditions:

I. PHYSICAL IMPROVEMENT

The City hereby permits LBA to improve the public right-of-way at located at the **Roundabout at Lake South Drive and Crystal Water Way** and more fully described on Exhibit "A" and depicted on the Site Map attached as Exhibit "B". LBA is authorized to perform the following: Provide landscape improvement and decorative rocks to the Public Right of Way described above as approved by the City's Department of Public Works ("Landscape Improvements")

II. REPAIRS AND MAINTENANCE

WSCA, at their own cost and expense, shall maintain the above-referenced landscaping and other improvements in good repair and in a clean, good, and safe condition at all times from the date of this Agreement. WSCA's obligation to repair and maintain the Public Right of Way Landscape Improvements shall be in perpetuity. In the event WSCA fails or refuses to maintain the improvements in a manner satisfactory to the City and further fails or refuses to take corrective action within forty-eight (48) hours after its receipt of written notice from the City to do so, the City, at its option, may perform or cause to be performed any repair or maintenance on the Landscape Improvements it may deem necessary. The "SUBRECIPIENTS" shall pay the cost thereof to the City upon demand. The failure of the "SUBRECIPIENTS" to pay the cost thereof within thirty (30) calendar days after its receipt of a written demand or invoice therefore from the City shall constitute a material breach of this Agreement.

III. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENTS" shall each obtain any and all applicable Federal, State, and Local permits and licenses required to perform the Landscape Improvements as described in the Agreement's Section I and the repair and maintenance of the Landscape Improvements as described in the Agreement's Section II. "SUBRECIPIENTS" further agree to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws while this Agreement remains in effect.

V. 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.

IV. INDEMNIFICATION

LBA and WSCA hereby agree to each indemnify, defend and save the CITY, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claim, lien, judgment, or demand of any kind whatsoever which it or they may incur, suffer, or be required to pay by reason of any death, disease, or bodily injury that may result to any person or persons, or any injury or damage to, or destruction or loss of use of, any property, which may arise as a result of, or incidental to, the entering into or performance of this Agreement, the maintenance of the improvements, or any act or omission of LBA and/or WSCA or its officers, agents, employees, or contractors.

VI. TERMINATION

The CITY may terminate this Agreement and order the removal of the Landscape Improvements for any reason upon at least thirty (30) days' written notice to the "SUBRECIPIENTS". The removal of the Landscape Improvements shall be at the "SUBRECIPIENTS" expense and shall be completed, in a manner satisfactory to the CITY, within ninety (90) calendar days after the "SUBRECIPIENTS" receipt of the notice of such termination. If the "SUBRECIPIENTS" fail to remove the Landscape Improvements in a satisfactory and timely manner, the CITY shall have the right to cause the removal thereof at

the "SUBRECIPIENTS" expense. The "SUBRECIPIENTS" shall pay the costs of such removal within thirty (30) calendar days after its receipt of a written demand from the CITY.

V. BINDING UPON SUCCESSORS

It is understood and agreed that the obligations imposed upon the "SUBRECIPIENTS" by this Agreement shall continue with any and successors and assigns, regardless of a change in officers to each entity of LBA or WSCA.

VI. RIGHT TO REVIEW AND AUDIT

1. The "SUBRECIPIENTS" agree to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the "SUBRECIPIENTS" go out of existence, the "SUBRECIPIENTS" shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.
2. The "SUBRECIPIENTS" agree to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning "SUBRECIPIENTS' " operation hereunder. The "SUBRECIPIENTS" further understand and agree that said inspection and audit would be exercised upon written notice. If the "SUBRECIPIENTS" or their records or books are not located within Clark County, Nevada, in the event of an inspection and audit, "SUBRECIPIENTS" agree to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the "SUBRECIPIENTS" are incomplete, the "SUBRECIPIENTS" agree to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the "SUBRECIPIENTS' " offices to inspect, audit, and retrieve the complete records. The "SUBRECIPIENTS" further agree to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

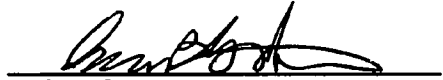
VII. DISCLOSURE OF PRINCIPALS.

1. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, LBA warrants that it has disclosed, on the form attached hereto as Exhibit "C", all principals, including, partners of LBA, as well as all persons and entities holding more than 1% interest in LBA or any principal of LBA. Throughout the term hereof, LBA shall notify City in writing of any material change in the above disclosure within 15 days of any such change.
2. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, WSCA warrants that it has disclosed, on the form attached hereto as Exhibit "D", all principals, including, partners of WSCA, as well as all persons and entities holding more than 1% interest in WSCA or any principal of WSCA. Throughout the term

hereof, WSCA shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS


OSCAR B. GOODMAN, MAYOR

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 9/19/05
Date

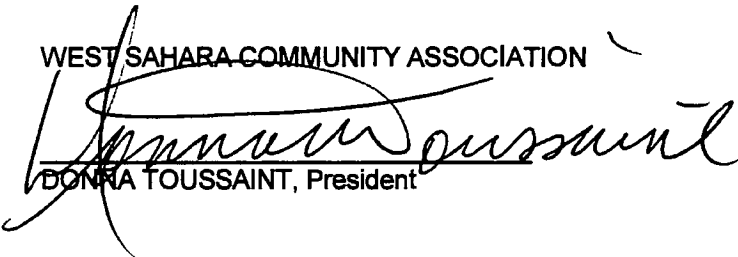
COUNCIL ACTION: July 7, 2004, Item 85

LAGUNA BAY ASSOCIATION


BOB GIANDOMENICO, Chair Circle Enhancement Committee

ATTEST:

WEST SAHARA COMMUNITY ASSOCIATION


DONNA TOUSSAINT, President

ATTEST:

EXHIBIT "A"
ROAD PARCEL 163-08-499-006
ROUNDAABOUT AT LAKE SOUTH DRIVE AND CRYSTAL WATER WAY

That portion of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 8, Township 21 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that 60-foot diameter circular concrete island, centered about a point on the centerline of LAKE SOUTH DRIVE approximately 3 feet westerly of the centerline intersection of said LAKE SOUTH DRIVE and CRYSTAL WATER WAY, both as shown on the plat of THE LAKES at West Sahara Phase I, on file in Book 32 of Plats, Page 98 of Clark County, Nevada Records, said concrete island also being shown on sheet SD-3, 7 of 10, of the CRYSTAL WATER WAY NOMINAL STORM DRAIN engineering plan set on file in the City of Las Vegas Plans Library as Drawing Number 327-V119.

This land description is provided as a convenience only as is not intended to be used in the transfer of ownership of, or the subdividing of land parcels.

TRAFFIC CIRCLE AT INTERSECTION OF
LAKE SOUTH DRIVE AND CRYSTAL WATER WAY

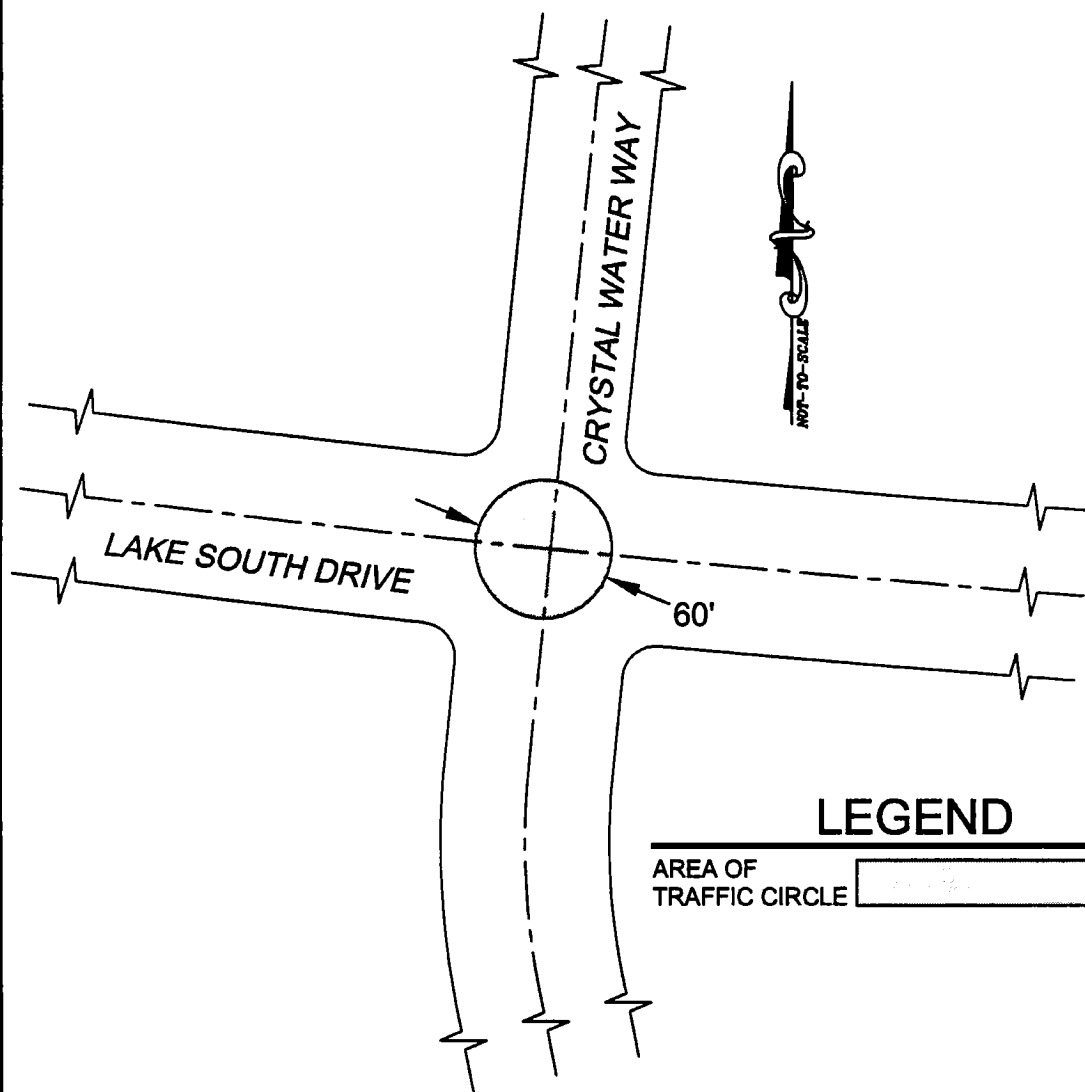


Exhibit "C"

Disclosure of Principals

The principals and directors of Laguna Bay Association are the following:

| <u>FULL NAME</u> | <u>ADDRESS</u> | <u>PHONE</u> |
|--------------------------|---------------------------------|---------------------|
| 1. <u>PRESIDENT</u> | | |
| 2. <u>VICTOR GILL</u> | <u>8740 CARLITAS JOY COURT*</u> | <u>702-871-7921</u> |
| 3. <u>SECRETARY</u> | | |
| 4. <u>KIMBERLY ROSEN</u> | <u>8752 CARLITAS JOY COURT*</u> | <u>702-255-4659</u> |
| 5. <u>TREASURER</u> | | |
| 6. <u>GERALD SOLOMON</u> | <u>8761 CARLITAS JOY COURT*</u> | <u>702-240-0010</u> |
| 7. _____ | _____ | _____ |
| 8. _____ | _____ | _____ |
| 9. _____ | _____ | _____ |
| 10. _____ | _____ | _____ |

* ALL ARE LAS VEGAS NV
89117

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

LAGUNA BAY ASSOCIATION

By: Rt. President

Title CHAIRPERSON, CIRCLE ENHANCEMENT
COMMITTEE

Subscribed and sworn to before me this
9th day of August, 2005.

Margaret J. Brockson
Notary Public

MARGARET J. BROCKSON
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/23/2008

Exhibit "D"

Disclosure of Principals

The principals and directors of **West Sahara Community Association** are the following:

| <u>FULL NAME</u> | <u>ADDRESS</u> | <u>PHONE</u> |
|-------------------------------|-------------------------|--------------|
| 1. Donna Toussaint, President | 3012 Island View 89117 | 240-5994 |
| 2. Sharon Silva, Secy/Treas | 3304 Paragon Drive | 255-8994 |
| 3. June Brooks, V.P | 3212 Malibu Vista St. | 304-4454 |
| 4. Ken Hall, Director | 3016 Donnegan Bay Drive | 386-1091 |
| 5. Antonia Calderon, Director | 3136 Donnegan Bay Drive | 363-3900 |
| 6. _____ | _____ | _____ |
| 7. _____ | _____ | _____ |
| 8. _____ | _____ | _____ |
| 9. _____ | _____ | _____ |
| 10. _____ | _____ | _____ |

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

WEST SAHARA COMMUNITY ASSOCIATION

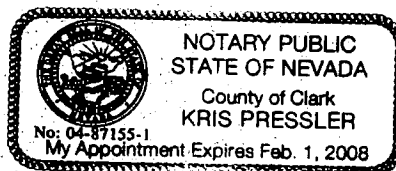
By: _____

Title: President West Sahara Community Association

Subscribed and sworn to before me this

15th day of September, 2005.

Kris Pressler
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Report and possible action on the status of the EVOLVE employment services program funded by the Department of Labor and Southern Nevada Workforce Investment Board - All Wards

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The Educational and Vocational Opportunities Leading to Valuable Experience (EVOLVE) Center offers a comprehensive one-stop location for employment related resources, services and referrals. The EVOLVE Center provides intensive case management, employability skills workshops, vocational assessment, job placement assistance, job retention assistance, vocational training, mentoring and motivational coaching, and access to a fully equipped computer laboratory. The purpose of this report is to update the Council on the program.

RECOMMENDATION:

Receive report and direct staff accordingly.

BACKUP DOCUMENTATION:

Submitted at meeting: hardcopy of PowerPoint

MOTION:

REESE – ACCEPTED the report – UNANIMOUS with MONCRIEF excused

MINUTES:

ORLANDO SANCHEZ, Director, Neighborhood Services, introduced LISA MORRIS, who gave an update on the status of this program using a PowerPoint presentation, a copy of which is made a part of the final minutes.

MS. MORRIS noted that this program has become a national model and has received many awards. The City has been invited to showcase this program, as it supports public safety and offers employment services for unemployable individuals. She expressed her appreciation to the EVOLVE staff and the City for its leadership in supporting this program.

MAYOR GOODMAN applauded this program, stating that, after attending the Conference of Mayors, he is certain that mayors throughout this country are envious of this program. This program is very important because it affects the cost of the human fabric of this community and deals with issues that are not limited to any special segment of society. Therefore, the Council will do whatever possible for the success of this program.

CITY COUNCIL MEETING OF JULY 7, 2004

Neighborhood Services

Item 86 - Report and possible action on the status of the EVOLVE employment services program funded by the Department of Labor and Southern Nevada Workforce Investment Board - All Wards

MINUTES – Continued:

STACY DEMPY, PAUL HERNANDEZ, TAMARA SEXTON, and JOHNNY LANE thanked the Council for supporting this program, which has enabled them to change their lives. MS. DEMPY and MS. HERNANDEZ indicated EVOLVE has given them realistic opportunities they would not have had otherwise, thus enabling them to help themselves and their families so they can stay out of trouble with the law. MR. HERNANDEZ commented that EVOLVE helped him make a career change and become a teacher, something he never would have been able to afford on his own.

MAYOR GOODMAN asked if the recipients who are ex-felons are going to have their voting rights restored. MS. MORRIS answered that legislation was changed and she is putting together information to educate the recipients on having their rights restored.

SEAN SMITH, counselor with EVOLVE, thanked the Councilmembers, especially COUNCILMAN WEEKLY, for their support of this program.

TOM McGOWAN, Las Vegas resident, mentioned that this is a worthwhile program that should be fully supported and continued for human dignity's sake.

COUNCILMAN WEEKLY thanked City staff members for all their hard work on getting this program started and to the employers in the community who expressed interest in providing assistance, because there is a segment of the population that really and truly needs the services it provides. Even though the program is not flawless, it is working. Hopefully with the support of SENATOR HARRY REID, CONGRESSWOMAN SHELLEY BERKLEY, and the federal delegation, funding for the program can continue. Lastly, he congratulated MR. SANCHEZ and MS. MORRIS for a job well done. COUNCILMAN REESE concurred with COUNCILMAN WEEKLY'S comments.

MAYOR GOODMAN noted that statistics that were presented in Boston at the Conference of Mayors show that the funding it takes to help some of the recipients become dignified, productive citizens is only a fraction of what it would cost to house them in a penitentiary. Therefore, it is crucial that the people providing funding for this program understand that.

COUNCILMAN WOLFSON was very impressed with this program. He congratulated staff for putting it together.

NOTE: MAYOR GOODMAN directed Communications Department staff to prepare a videotape of this segment of the Council meeting so that he can take it back to Washington D.C.

(10:54 – 11:17)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS

☐ **CONSENT**

☒ **DISCUSSION**

SUBJECT:

BOARDS & COMMISSIONS:

SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Mae Kipnis, Term Expiration 7-5-2004; Valerie P. Adair, Term Expiration 7-19-2004

Fiscal Impact

☒ **No Impact**

Amount:

☐ **Budget Funds Available**

Dept./Division:

☐ **Augmentation Required**

Funding Source:

PURPOSE/BACKGROUND:

This Board is comprised of 9 members, filling three-year terms, with at least two members over the age of 60. Appointees must represent specific categories: 2 members of Senior Organizations; 2 Senior Service Providers; 3 Private Citizens; and 2 members of the Nevada State Bar. Members are limited to two terms. Ms. Kipnis filled one of the three seats in the "Private Citizen" category. Ms. Adair filled one of the two seats in the "Nevada State Bar" category. Ms. Kipnis is eligible and wishes to be reappointed. Ms. Adair is eligible and wishes to be reappointed.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. Options are:
Appoint a new member in the Private Citizen category or reappoint Mae Kipnis
Appoint a new member in the Nevada State Bar category or reappoint Valerie P. Adair

BACKUP DOCUMENTATION:

1. Memo from Sheri Cane Vogel
2. Current Listing and Authority - Senior Citizen Law Project Advisory Board

MOTION:

REESE – Motion to REAPPOINT MAE KIPNIS and VALERIE ADAIR – carried UNANIMOUSLY with MONCRIEF excused

Clerk to notify

MINUTES:

SHERI CANE VOGEL congratulated COUNCILMAN WOLFSON and indicated that his wife JUDGE GLASS started with the Senior Citizen Law Project. She then recommended reappointing MS. KIPNIS and MS. ADAIR.

(11:24 – 11:26)

2-1118

Memorandum

City of Las Vegas
Senior Law Project

To: Barbara Jo (Roni) Ronemus, City Clerk
From: Sheri Cane Vogel, Esq. *SCV.*
Date: Wednesday, June 09, 2004
Re: Re-appointment to SCLP Advisory Board

SCLP Advisory Board Members Mae Kipnis and Judge Valerie Adair's first terms expire on July 5, 2004 and July 19, 2004, respectively. Both Mae Kipnis and Judge Adair have expressed an interest in serving a second term on the Senior Citizens Law Project's Advisory Board. We recommend the re-appointment of both Mae Kipnis and Judge Adair to the SCLP Advisory Board.

SCV:cab

RECEIVED
CITY CLERK
2004 JUN 11 P 3:48

Confidential

| |
|--|
| SENIOR CITIZEN LAW PROJECT ADVISORY BOARD |
|--|

| <u>MEMBERS</u> | <u>ADDRESS</u> | <u>ZIP CODE</u> | <u>ORIGINAL APPT</u> | <u>TERM EXPIRES</u> |
|--|--|-----------------|--------------------------------------|---------------------|
| 1. MALLOY, KIMBERLY
(Private Citizen) | 2921 N. Tenaya Way, Ste 234
(Ward 4)
(Goodman reappoint. recommendation) | 28 | 11-1-1998
(Reappoint. 10-3-2001) | 11-1-2004 |
| 2. SEIP, JACKIE
(Exec Administrative Assistant to
Dean/Pres. NV College of Pharmacy)
(Rep. Senior Orgs.)
(Replaced Johnston, Judy) | 5740 S. Eastern Ave., Ste. 240
(County)
(Leisure Services appointment recommendation) | 19 | 4-17-2002
(Effective 4-18-2002) | 4-18-2005 |
| 3. ADAIR, VALERIE P.
(Clark County Deputy District Atty.)
(Member Nevada State Bar) | 200 South 3 rd Street
(Ward 3)
(Brown recommendation) | 55 | 7-19-2001 | 7-19-2004 |
| 4. THOMAS, ROY
(Private Citizen) | 2570 Horizon Ridge Parkway, #5206
Henderson, Nevada
(Ward 5)
(M. McDonald recommendation) | 52 | 12-18-2002
(Effective 1-5-2003) | 1-5-2006 |
| 5. DALINIS, PAMELA
(Senior Services Provider) | 9060 West Fisher Avenue
(County)
(G. Reese recommendation) | 49 | 12-3-2003
(Effective 12-19-2004) | 12-19-2006 |
| 6. MILLER, JANICE
(Senior Services Provider) | 333 Las Vegas Blvd. South, #8016
(Ward 1)
(M. McDonald recommendation) | 01 | 10-16-2002
(Effective 11-18-2002) | 11-18-2005 |
| 7. GREENLEE, MARY JO
(Senior Organization) | 901 North Jones Boulevard
(Ward 5)
(L. Weekly appointment) | 08 | 12-19-2001
(Effective 1-17-2002) | 1-17-2005 |
| 8. CERCEO, ROBERT
(Attorney, Clark County)
(Member Nevada State Bar) | 3551 East Bonanza Road, #101
(Ward 3)
(M. McDonald recommendation) | 10 | 4-14-2003 | 4-14-2006 |
| 9. KIPNIS, MAE
(Private Citizen)
(Replaced Robert D. Thompson) | 5805 W. Harmon Ave., #252
Ward 4)
(Brown recommendation) | 03 | 2-6-2002 | 7-5-2004 |

AUTHORITY:

Resolution adopted 11-1-78.
By-laws: Latest Revision 10-28-91

TERM:

3 years. Limited to 2 terms

MEMBERS:

9 members (at least 2 over 60 years of age)
2 members to be members of senior organizations.
2 from senior service providers
3 private citizens
2 members of the Nevada State Bar

APPOINTED:

Appointment by the City Council; Must fill unexpired terms

NOTES:

NO CITY RESIDENCY REQUIREMENT - NO FINANCIAL DISCLOSURE REQUIREMENT

Sheri Cane Vogel, Project Director, Sr. Cit. Law Project

MEETINGS: Quarterly (Jan, Apr, July, Oct) 4th Monday, 4 p.m., Howard Cannon Center, 340 N. 11th Street.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEUMUS ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS & COMMISSIONS:

AUDIT OVERSIGHT COMMITTEE – Councilman Larry Brown, Term Expiration 7-3-2004

Fiscal Impact

| | | |
|-------------------------------------|-------------------------------|------------------------|
| ☒ | No Impact | Amount: |
| ☐ | Budget Funds Available | Dept./Division: |
| ☐ | Augmentation Required | Funding Source: |

PURPOSE/BACKGROUND:

The City of Las Vegas Audit Oversight Committee was created by City Council Resolutions R-49-98 and R-117-98 for the purpose of overseeing various aspects of the City's internal audit function. Two members must be specifically identified members of the City Council and three members must be from the community-at-large. Councilman Brown fills an identified member of the City Council seat and he is eligible for reappointment. There is no city residency requirement.

RECOMMENDATION:

Procedure for this Committee requires appointment by the Mayor, subject to ratification by the City Council. Options are:
Reappoint Councilman Brown or appoint a new identified member of City Council.

BACKUP DOCUMENTATION:

City of Las Vegas Audit Oversight Committee Listing and Authority

MOTION:

GOODMAN – Motion to REAPPOINT COUNCILMAN BROWN – carried UNANIMOUSLY with MONCRIEF excused

Clerk to notify

MINUTES:

There was no discussion.

(11:26 – 11:27)
2-1191

| |
|--|
| CITY OF LAS VEGAS AUDIT OVERSIGHT COMMITTEE |
|--|

| <u>MEMBERS</u> | <u>ADDRESS</u> | <u>ZIP
CODE</u> | <u>ORIGINAL
APPT.</u> | <u>TERM
EXPIRES</u> |
|---|-------------------------------|---------------------------------|---------------------------|-------------------------|
| 1) COUNCILMAN LAWRENCE WEEKLY | 400 Stewart Avenue | 89101 | 6/18/2003 | 6/18/2005 |
| 2) COUNCILMAN LARRY BROWN | 400 Stewart Avenue | 89101 | 7/03/2002 | 7/03/2004 |
| 3) PAUL WORKMAN
VP, Asset Dev. Officer
Loan & Lease Placement | 7251 W. Lake Mead, #108 | 89128 | 9/04/2002 | 9/04/2004 |
| 4) JOSE TRONCOSO | 2028 Sedona Creek Circle | 89128 | 9/18/2002 | 9/18/2004 |
| 5) MICHAEL W. KERN, CPA
PIERCY, BOWLER, TAYLOR & KERN | 6100 Elton Avenue, Suite 1000 | 89107
(Reappointed 8/7/2002) | 8/16/2000 | 8/16/2004 |

AUTHORITY: Created by Resolution R-49-98, 5-26-98 (Member Amendment - Resolution R-117-98, 12-7-98).

MEMBERS: 5 MEMBERS appointed by the Mayor subject to ratification by the City Council
(Two specifically identified members of the City Council and three members of the community-at-large)

TERM: Members shall each serve a term of two years, or until a successor is appointed.
Members may be removed and replaced by the Mayor, subject to Council ratification

NOTES: NO CITY RESIDENCY REQUIREMENT
LIMIT TO NUMBER OF TERMS WHICH MAY BE SERVED (No member shall serve more than two terms which shall include any unexpired term if applicable.)
NO FINANCIAL DISCLOSURE REQUIRED

PURPOSE: The Committee shall have responsibility and authority to perform the following:

- Review and evaluate public reports generated by the internal audit function;
- Evaluate the general effectiveness of the audit program no less often than annually;
- Discuss potential audit assignments and give direction to the City Manager and City Auditor concerning current assignments and anticipated assignments for the upcoming twelve months;
- As individual Committee members and as deemed appropriate, interview applicants for the position of City Auditor and, as a Committee, provide recommendations with regard to the appointment;
- Provide recommendations concerning potential changes to the City Charter concerning the audit function;
- Oversee and reinforce compliance to the City's Internal Audit Policy; and
- Provide such other guidance as necessary in promoting the effectiveness of the audit function.

MEETINGS: The Committee shall meet with the City Auditor and City Manager not less than once per quarter; meetings are subject to the provisions of the Open Meeting Law.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS & COMMISSIONS:

CHILD CARE LICENSING BOARD – Steven J. Greco, Term Expiration 6-2005 (Resigned)

Fiscal Impact

| | | |
|-------------------------------------|-------------------------------|------------------------|
| ☒ | No Impact | Amount: |
| ☐ | Budget Funds Available | Dept./Division: |
| ☐ | Augmentation Required | Funding Source: |

PURPOSE/BACKGROUND:

As a candidate in the 2004 Special Election, Mr. Greco resigned his position with the Child Care Licensing Board, effective July 7, 2004, pursuant to LVMC 2.53.010, which requires any official serving as an appointee on a City board to render a resignation in order to be eligible to file for election to any other City office. Mr. Greco was the coterminous Ward 2 appointee. All members of this board must be City residents and fill unexpired terms. Additionally, no fewer than one and no more than three members must be currently licensed as owners or operators of child care facilities within the City. The other four citizen members are not required to fill a specific category. It will be necessary to fill this unexpired term.

RECOMMENDATION:

Procedure for this Board is recommendation of a city resident by the Ward 2 Councilman, with concurrence of Council, to fill this unexpired term. The appointee may be a licensed operator of a child care facility or may be a citizen member.

BACKUP DOCUMENTATION:

1. Resignation letter from Steven J. Greco
2. Current Listing and Authority – Child Care Licensing Board
3. Board Interest Form – Tanya Ruddy

MOTION:

WOLFSON – ABEYANCE to 7/21/2004 – UNANIMOUS with MONCRIEF excused

MINUTES:

COUNCILMAN WOLFSON encouraged people interested in being considered for appointment to make application.

(11:27 – 11:28)

2-1214

05-17-04

City of Las Vegas
City Clerk's Office
400 Stewart Avenue
Las Vegas, NV 89101

Please be advised that I, Steve J. Greco am a candidate for the "Special Election" for the Ward 2 vacancy.

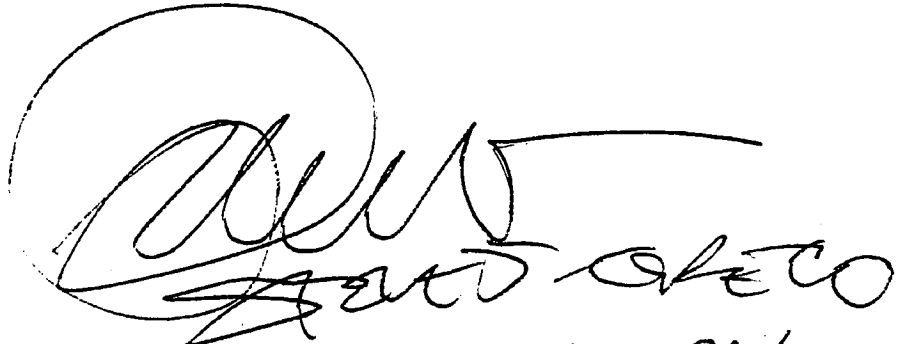
I currently serve on The City of Las Vegas Child Care Licensing Board. Please be advised that with this letter, I am providing notice that I will be resigning from this Board, under current law and information that was provided to myself from City Clerk's office.

This registration will become effective when the new Councilperson is sworn into office for Ward 2.

Sincerely,

Steve J Greco
1212 Enderly Lane
Las Vegas, NV 89144

702-304-1555
702-498-1720



05-17-04

7-7-2004

CHILD CARE LICENSING BOARD

| <u>MEMBERS</u> | <u>ADDRESS</u> | <u>ZIP
CODE</u> | <u>ORIGINAL
APPT.</u> | <u>TERM
EXPIRES</u> |
|--|---|---------------------|--|-------------------------|
| 1) HAYES, MARY JANE *
(Brown appointment) | 2612 Ashby Avenue
(Ward 4)
Licensed Operator of Child Care Facility Representative | 02 | 10-3-2001 | 6-2005 |
| 2) GRECO, STEVEN J..
(L. B. McDonald appointment) | 1212 Enderly Lane
(Ward 2) | 44 | 10-29-2003
Resigned 7-7-2004 | 6-2005 |
| 3) CLODT, TERRY D.
(Mayor Goodman appointment)
(Mayor Pro-Tem Reese appointed for Mayor Goodman) | 6936 Rosinwood St.
(Ward 6) | 31 | 12-17-2003 | 6-2007 |
| 4) SALM, MARYANNE
(Reese appointment) | 1047 East Oakey Blvd.
(Ward 3) | 04 | 6-18-2003 | 6-2007 |
| 5) PROUD, JULIE
(Moncrief appointment) | 2509 Callita Court
(Ward 1) | 02 | 12-5-2001
(Reappt. 7-2-2003) | 6-2007 |
| 6) BUNCH, LOLANDA
(Weekly appointment) RESIGNED | 3406 Hillside Garden Drive
Licensed Operator of Child Care Facility Representative | 35 | 2-4-2004 | 6-2007 |
| 6) BRUMWELL, LILLIANE G.
(Weekly appointment)
(Replaced Lolanda Bunch, resigned 3/10/2004) | 9900 Shiloh School Lane
Licensed Operator of Child Care Facility Representative | 29 | 5-19-2004 | 6-1-2007 |
| 7.) JUNE GUNDERSON
(Mack's appointment) | 5409 Lucky Clover Street
(Ward 6) | 49 | 12-17-2003 | 6-2005 |

AUTHORITY: L.V.M.C. 6.24. Created by Ord. #860, 8-10-60. Bill #92-7, Ord. 3631, 3-4-92, restructured board. Bill #2001-70, Ord. 5346, 8-1-01, financial disclosure statement. Bill #2003-77; Ord. 5635 First Amendment; expanded and defined membership and amended licensing provisions. Ord. 5664 further defined restrictions on membership concerning childcare licensees.

MEMBERS: 7 MEMBERS appointed by the City Council, with each member of the Council making one appointment.

TERM: 4 years, with term to run concurrent with term of the elected official who made the appointment.

NOTES: **MUST BE CITY RESIDENT. MUST FILL UNEXPIRED TERMS IF APPROPRIATE. NO LIMIT TO NUMBER OF TERMS, WHICH MAY BE SERVED.**
(City Financial Disclosure no longer required due to adoption of Bill #2001-70, Ord. #5346, adopted 8-1-01. State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Boards no longer required to file State form.) (Council to give special consideration to the background of appointees - qualifications, ability, education, experience, training, profession or occupation, availability and willingness to serve, etc.)

RESTRICTION: *No fewer than one and no more than three members must be currently licensed as owners or operators of child care facilities within the City, with an owner/operator who transfers or terminates ownership eligible to complete their term. The other four citizen members are not required to fill a specific category

PURPOSE:

Hears all applications for child care facility licenses and advises the City Council, and makes recommendations on amendments to the Child Care Chapter of the City Code.

MEETINGS:

Meets second Wednesday of each month, 3:00 p.m., Council Chambers.



City of Las Vegas
Board, Commission, or Committee Interest Form

RECEIVED
CITY CLERK

2004 MAY -4 A 9:25

Name: Tanya Ruddy
Home Street Address: 1231 Darmak Dr.
City: Las Vegas ZIP Code: 89102
Work Street Address: 324 E. Essex
City: Las Vegas ZIP Code: 89107
Employer: CCSD Occupation: Special Education Teacher
Home Phone Number: 877-9188 Work Phone Number: 799-4200
Other Phone Number: 379-3046 Email Address: _____

Please list the boards, commissions, or committees that you are interested in
serving on:

The Child Care Licensing
Board

For office use only

CLV Y N

Ward 1

Date 5.4.04

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

N/A

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Currently, I have a degree in Special Education, and I am working on a Masters in General Education.

Please list any of your relatives or friends that work for the entity in which you would be serving:

N/A

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*