

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board recommendations to allocate \$31,000 in General Funds for 31 youth initiated projects - All Wards

Fiscal Impact:

☐ No Impact	Amount:	\$31,000.00
☒ Budget Funds Available	Dept./Division:	Neigh. Svcs./Neigh. Initiatives
☐ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

The Youth Neighborhood Association Partnership Program (YNAPP) encourages neighborhood youth to take an active role in improving the quality of life in city of Las Vegas neighborhoods and directly responds to two of the City Council priorities: (1) Support and encourage affordability, livability and pride in our neighborhoods; (2) Revitalize and invigorate our mature areas and the urban core. The \$31,000 allocated to this year's YNAPP project teams will leverage a community match of \$143,291 in volunteer labor, in-kind donations of goods and services, and/or financial contributions.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. YNAPP Grant Recipient Spreadsheet
3. YNAPP Agreement

MOTION:

REESE - APPROVED as recommended - UNANIMOUS

MINUTES:

ORLANDO SANCHEZ, Director, Neighborhood Services, reviewed the information contained under the Purpose/Background section. He thanked his staff member JOCELYN BLUITT for all her work with this program. He then introduced JAZMIN TERRAZAS, Chair, and DETRICK SANFORD, Vice Chair, YNAPP Grant Review Board.

MISS TERRAZAS said that YNAPP challenges and encourages youth to take ownership and pride in their community at an early age. She went over the process and some of the types of projects being funded. She thanked the following entities for supporting YNAPP this year: Clark County School District, Wal-Mart, Michael's Arts Supply, and All Events DJ.

MR. SANFORD outlined the events and programs recommended for funding this year, as listed in the YNAPP Grant Recipient Spreadsheet included in the backup. He thanked and recognized the Community Board members for donating their time. For his part, he said it has been a pleasure and an honor to serve the past three years. It has been wonderful to see the youth active and getting issues addressed in their community. He thanked the Council for allowing them the opportunity to make a difference. MAYOR GOODMAN said it is a privilege for the City to partner with the youth for these

CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

MINUTES - Continued:

very worthwhile projects. He requested all those that participated in the YNAPP program to stand.

COUNCILMAN REESE congratulated the youth for doing a wonderful job.

(9:38 - 9:51)

1-1076

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2005

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Discussion and possible action on the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board recommendations to allocate \$31,000 in General Funds for 31 youth initiated projects - All Wards

YNAPP BOARD RECOMMENDATIONS:

<u>Youth Group and Neighborhood Association</u>	<u>Ward</u>	<u>Amount</u>
Mirabelli Teen Tutors (Charleston Neighborhood Preservation)	1	\$1,000
Teen Effecting Challenged Youth - YMCA (Richfield Neighborhood Association)	1	\$1,000
Community College HS - West Student Council (Charleston Neighborhood Preservation)	1	\$1,000
Positive Actions - Clark HS (Charleston Neighborhood Preservation)	1	\$1,000
We Pay To Play - Mirabelli (Charleston Neighborhood Preservation)	1	\$1,000
Youth Together - Stupak (Gateway Business Association)	1	\$1,000
Tomorrow's Leaders - Stupak (Gateway Business Association)	1	\$1,000
Griffith Elementary School (Richfield Neighborhood Association)	1	\$1,000
Wasden Elementary (Rancho Manor)	1	\$1,000
Teen Leaders of The Future (Summerlin Improvement Committee)	2	\$1,000
Veteran's Memorial Teen Scene (Summerlin Improvement Committee)	2	\$1,000
Morris Academy (Washington Square)	3	\$1,000
Fremont Family Writing Project (Southridge)	3	\$1,000

City of Las Vegas

YNAPP BOARD RECOMMENDATIONS

FEBRUARY 16, 2005 – PAGE 2

Rafael Rivera Youth Council (East Las Vegas Community Development Project)	3	\$1,000
Student Organization of Latinos (East Las Vegas Community Development Project)	3	\$1,000
Hollingsworth Elementary (Fremont Villas)	3	\$1,000
Bracken Teen Club (Fremont Villas)	3	\$1,000
Engineering Design Group (Summerlin Improvement Committee)	4	\$1,000
Lummis Elementary School (Summerlin Improvement Committee)	4	\$1,000
Fostering Kids - Lummis Elementary (Summerlin Improvement Committee)	4	\$1,000
Becker Community School Teen Scene (Summerlin Improvement Committee)	4	\$1,000
Youth and Young Adult Ministries - 2 nd Baptist (West Las Vegas Executive Board)	5	\$1,000
Beyond The Star - Gibson (West Las Vegas Executive Board)	5	\$1,000
Matt Kelly Elementary (Summerlin Improvement Committee)	5	\$1,000
Blazin' Onez Youth - West (West Las Vegas Executive Board)	5	\$1,000
West Community Center Youth Council (West Las Vegas Executive Board)	5	\$1,000
Youth Encouraging Seniors - West (West Las Vegas Executive Board)	5	\$1,000
Steppers for Success - West (West Las Vegas Executive Board)	5	\$1,000

City of Las Vegas

YNAPP BOARD RECOMMENDATIONS FEBRUARY 16, 2005 – PAGE 3

Y. Get P.E.P - West (West Las Vegas Executive Board)	5	\$1,000
Advanced Technologies Academy - NHS (West Las Vegas Executive Board)	5	\$1,000
Amanda Aikens (Cultural Corridor)	6	\$1,000
Total YNAPP Allocation		\$31,000

City Of Las Vegas
 Neighborhood Services Department
 Youth Neighborhood Association Partnership Program (YNAPP)
 2004-2005 Funding Cycle Grant Recipients

Youth Group	Project Title	Project Narrative	Grant Approval	Match	Partnering N.A.	Wards
Mirabelli Teen Tutors	Mirabelli Teen Tutors	The Teen Tutors will tutor youth at O.K. Adcock Elementary who need help reaching achievement benchmarks.	\$1,000	\$2,050	Charleston Neighborhood Preservation	1
Teens Effecting Challenged Youth (YMCA)	T.E.C.Y. Life Skills Celebration Dance	Youth will host a formal dance for teens with moderate mental challenges	\$1,000	\$1,534	Richfield Neighborhood Association	1
CCHS-West Student Council	Module Makeover	Youth will plant desert landscaping in front of their school modules to improve the appearance	\$1,000	\$5,425	Charleston Neighborhood Preservation	1
Positive Actions (Clark HS)	Positive Actions	High school youth will visit middle schools to encourage youth to do community service	\$1,000	\$1,000	Charleston Neighborhood Preservation	1
We Pay To Play (Mirabelli)	It's A Swing Thing	Youth will host a dance for parents and grandparents and provide them with babysitting services to give them a night out away from their children	\$1,000	\$2,620	Charleston Neighborhood Preservation	1
Youth Together (Stupak)	Christmas Getaway	Youth will help three families from their neighborhood have a memorable holiday by providing them with food, clothing and toys	\$1,000	\$1720	Gateway Business Association	1
Tomorrow's Leaders	Mad Science and Wizardry Math	Youth will provide fun math and science workshops for neighborhood children	\$1,000	\$5,460	Gateway Business Association	1
Griffith Elementary	Science Club	Youth will host science workshops after school to promote scientific knowledge to 5 th graders	\$1,000	\$1,170	Richfield Neighborhood Association	1
Wasden Elementary	Neighborhood Cleanup	Youth will host a neighborhood cleanup to remove trash and debris and paint over graffiti in their neighborhood	\$1,000	\$1,350	Rancho Manor	1

City Of Las Vegas
 Neighborhood Services Department
 Youth Neighborhood Association Partnership Program (YNAPP)
 2004-2005 Funding Cycle Grant Recipients

Youth Group	Project Title	Project Narrative	Grant Approval	Match	Partnering N.A.	Wards
Teen Leaders of the Future	Bowling 4 Lupus	Youth will host a bowling fundraiser to raise money and awareness for Lupus	\$1,000	\$2,158	Summerlin Improvement Committee	2
Veteran's Memorial Teen Scene	Recycling	Youth will create a community recycling project to educate residents on the importance of recycling	\$1,000	\$1,000	Summerlin Improvement Committee	2
Morris Academy	The Incredible Bookworm	Youth will tutor middle school students in their school's behavior program	\$1,000	\$2,440	Washington Square	3
Fremont Family Writing Project	Neighborhood Community Mural and Garden	Youth will paint a mural and expand a community garden to improve their school's appearance	\$1,000	\$10,125	Southridge	3
Rafael Rivera Youth Council	Spring Fun Fair	Youth will provide an after school fun event in the park for neighborhood youth	\$1,000	\$1,440	East Las Vegas Community Development Corp.	3
Student Organization of Latinos (SOL)	S.O.L. to Soul	Youth will create gift baskets for teens and children in a local hospital	\$ 1,000	\$3,390	East Las Vegas Community Development Corp.	3
Hollingsworth Elementary	Operation Soldier Gift Boxes	Youth will create and send care packages to the military serving overseas	\$1,000	\$1,250	Fremont Villas	3
Bracken Teen Club	Neighborhood Community Action	Youth will paint a mural on a wall in their neighborhood to remove and prevent graffiti	\$1,000	\$4,475	Fremont Villas	3
Engineering Design Group	EDG 2004-2005	Youth will build a robot to introduce different fields of science to interested youth	\$1,000	\$13,220	Summerlin Improvement Committee	4
Lummis Elementary	Kids to Kids	Youth will have a toy drive to collect donations for a preschool serving low-income families	\$1,000	\$7,127	Summerlin Improvement Committee	4

City Of Las Vegas
 Neighborhood Services Department
 Youth Neighborhood Association Partnership Program (YNAPP)
 2004-2005 Funding Cycle Grant Recipients

Youth Group	Project Title	Project Narrative	Grant Approval	Match	Partnering N.A.	Wards
Fostering Kids (Lummis)	Fostering Kids	Youth will share their experiences from the foster care system by writing and publishing books	\$1,000	\$2,293	Summerlin Improvement Committee	4
Becker Teen Scene	Carnival of Care	Youth will host a mini-carnival to raise money for the Leukemia Foundation	\$1,000	\$4,850	Summerlin Improvement Committee	4
Second Baptist	Unity Through Knowledge	Youth will host six days of workshops and activities to keep neighborhood children out of trouble during spring break	\$1,000	\$3,250	West Las Vegas Executive Board	5
Beyond the Star (Gibson)	Senior Helpers	Youth will visit with the seniors of the Archie Grant Park senior center and provide them with games and activities	\$1,000	\$10,500	West Las Vegas Executive Board	5
Matt Kelly Elementary	Helping the Homeless	Youth will serve a meal at the Las Vegas Rescue Mission and host a donation drive at their school to collect need materials	\$1,000	\$3,660	West Las Vegas Executive Board	5
Blazin' Onez Youth	Adaptive 3 on 3 Basketball Tournament	Youth will host a basketball clinic for individuals with disabilities.	\$1,000	\$3,821	West Las Vegas Executive Board	5
West Community Center Youth Council	Do You Believe	Youth will create baskets containing food and gifts for needy families for the holidays.	\$1,000	\$4,376	West Las Vegas Executive Board	5
Youth Encouraging Seniors	Springing into Y.E.S.	Youth will hand out personal care items to low-income seniors.	\$1,000	\$3,840	West Las Vegas Executive Board	5

City Of Las Vegas
 Neighborhood Services Department
 Youth Neighborhood Association Partnership Program (YNAPP)
 2004-2005 Funding Cycle Grant Recipients

Youth Group	Project Title	Project Narrative	Grant Approval	Match	Partnering N.A.	Wards
Steppers for Success (West)	Steppers for Success	Youth will host an event to teach others about the history of Las Vegas promote community unity and help celebrate Las Vegas' 100 th Birthday	\$1,000	\$6,645	West Las Vegas Executive Board	5
Y. Get P.E.P	Stay Prepared For School Fair	Youth will purchase school supplies and have a school fair in the middle of the school year for youth that may not be able to refill their school supplies	\$1,000	\$3,320	West Las Vegas Executive Board	5
Advanced Technologies Academy NHS	Seniors Prom	Youth will host a "prom" for neighborhood senior citizens, bringing two generations together to learn more about each other	\$1,000	\$2,340	West Las Vegas Executive Board	5
Amanda Aikens	The Life and Time of Helen J. Stewart	Youth will create and produce a play about Helen J. Stewart to bring awareness to the community and to celebrate Las Vegas' 100 th birthday	\$1,000	\$25,442	Cultural Corridor	6
Total			\$31,000	\$143,291.00		

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Bracken Teen Club**

THIS AGREEMENT, made and entered into this 5th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Bracken Teen Club**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **749 Veterans Memorial Dr, Las Vegas, NV 89101**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Neighborhood Community Action** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to paint a mural on a wall in the neighborhood to help eliminate graffiti.

Tasks to be Performed:

- Obtain written permission from the property owner
- Plan mural design
- Purchase needed supplies
- Paint and maintain mural

Level of Service to be Provided:

This project will provide a positive environment for neighborhood residents by removing graffiti from their area.

Measurable Goals for Grant period:

- Completion of the mural
- Community feedback

"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:*

Ms. Cathy Watson, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **749 Veterans Memorial Dr, Las Vegas, NV 89101.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

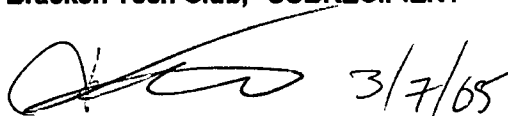
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

Bracken Teen Club, "SUBRECIPIENT"



Orlando Sanchez, Director

 3/7/05

Ms. Cathy Watson, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 276-05

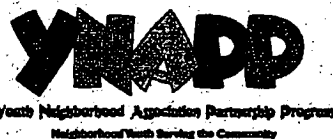
APPROVED AS TO FORM: J. P. Piccolo 3/2/05

YNAPP Agreement
Exhibit “A”

X. Overall Project Budget Worksheet

[illegible]

YNAPP Agreement
Exhibit “B”



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

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

Section 2: Report Narrative

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

(Please Print Clearly)

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Morris Academy - The Incredible Bookworm**

THIS AGREEMENT, made and entered into this 5th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Morris Academy - The Incredible Bookworm**, 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 **3801 E Washington, Las Vegas, NV 89110**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Reading for Literacy** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to provide tutoring services for students in the middle school behavior program to help improve their reading skills.

Tasks to be Performed:

- Identify students to receive tutoring
- Provide training for students tutors
- Purchase learning materials, interactive tools and books
- Host tutoring workshops

Level of Service to be Provided:

This project will educate students on tutoring and education techniques as well as the importance of volunteering their time to help other.

Measurable Goals for Grant period:

- Number of students tutored
- Number of tutoring sessions hosted
- Improvements in learning and understanding for the student receiving tutoring

"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:*

Ms. Nichole Lema, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **3801 E Washington, Las Vegas, NV 89110.**

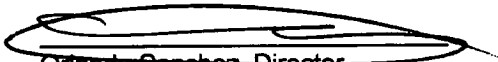
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

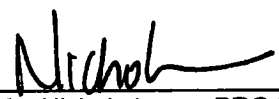
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

CITY OF LAS VEGAS

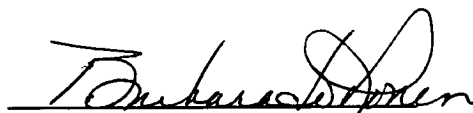
**Morris Academy - The Incredible Bookworm,
"SUBRECIPIENT"**


Orlando Sanchez, Director

 3/7/05
Ms. Nichole Lema, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2-16-2005

APPROVED AS TO FORM:  3/2/05

YNAPP Agreement
Exhibit “A”

X. Overall Project Budget Worksheet

[illegible]

YNAPP Agreement
Exhibit “B”



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

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

Section 2: Report Narrative

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

(Please Print Clearly)

Address: _____ Zip code: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Becker Community School**

THIS AGREEMENT, made and entered into this 5th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Becker Community School**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **9110 Hillpointe Road, Las Vegas, NV 89134**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Carnival of Care** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host a mini-carnival to raise funds and awareness for the Leukemia Foundation.

Tasks to be Performed:

- Plan and organize carnival activities
- Purchase needed supplies
- Invite community residents to attend the carnival
- Host carnival and donate proceeds to the Leukemia Foundation

Level of Service to be Provided:

This project will teach participating youth the value of volunteering their time, and how their efforts can make bring awareness to and important cause.

Measurable Goals for Grant period:

- Number of people in attendance
- Amount of money raised
- Feedback from 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:*

Mr. Dwayne McIntyre, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

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

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

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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 YNAPP funds;
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3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with YNAPP funds, less costs incidental to generation of the income;
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D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

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

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

E. PROGRAM BUDGET

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

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G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **9110 Hillpointe Road, Las Vegas, NV 89134.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

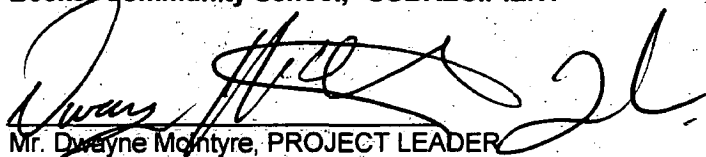
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

CITY OF LAS VEGAS

Becker Community School, "SUBRECIPIENT"


Orlando Sanchez, Director


Mr. Dwayne Montyre, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

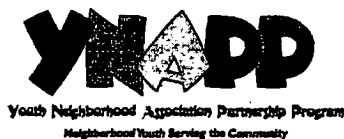
COUNCIL ACTION: 2-16-2005

APPROVED AS TO FORM: J. P. P. 3/2/05

YNAPP Agreement
Exhibit “A”

[illegible]

YNAPP Agreement
Exhibit “B”



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

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

Section 2: Report Narrative

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

(Please Print Clearly)

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

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

THIS AGREEMENT, made and entered into this 5th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Tomorrow's Leaders – Stupak Community Center**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **300 W Boston Ave, Las Vegas, NV 89102**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Mad Science & Wizardry Math** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to provide after school activities for neighborhood youth to increase their knowledge of math and science.

Tasks to be Performed:

- Plan activities
- Purchase needed supplies
- Invite neighborhood youth to participate
- Host activities

Level of Service to be Provided:

This project will help neighborhood youth gain a better understanding of math and science.

Measurable Goals for Grant period:

- Number of youth participating
- Number of youth showing improvement in math and science in school

"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:*

Ms. Frances Quiles, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

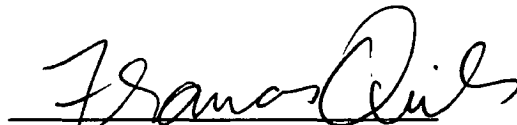
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

**Tomorrow's Leaders – Stupak Community Center,
"SUBRECIPIENT"**



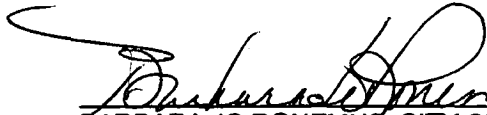
Orlando Sanchez, Director



Ms. Frances Quiles, PROJECT LEADER

ATTEST:

ATTEST:



BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2-16-2005

APPROVED AS TO FORM:

J. P. Puccio 3/2/05

YNAPP Agreement
Exhibit “A”

X. Overall Project Budget Worksheet

[illegible]

YNAPP Agreement
Exhibit "B"



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

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

Section 2: Report Narrative

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

τ^3 [illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Amanda Aikens – Las Vegas Academy**

THIS AGREEMENT, made and entered into this 5th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Amanda Aikens – Las Vegas Academy**, 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 **5909 W Gowan Rd, Las Vegas, NV 89108**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **The Life and Times of Helen J. Stewart** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to produce a play to educate the community of the life of Helen J. Stewart.

Tasks to be Performed:

- Identify and secure play location
- Purchase needed supplies, create script and set
- Promote and produce the play

Level of Service to be Provided:

This project will bring awareness to the community of important founders of our city as an event for Las Vegas' 100th birthday celebration.

Measurable Goals for Grant period:

- Completion of play production and rehearsals
- Number of people attending play
- Community feedback and impressions

"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:*

Mr. Raymond Aikens, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **5909 W Gowan Rd, Las Vegas, NV 89108.**

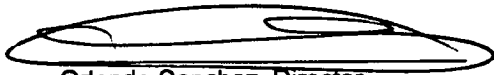
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

CITY OF LAS VEGAS

Amanda Aikens – Las Vegas Academy, "SUBRECIPIENT"



Orlando Sanchez, Director



Mr. Raymond Aikens, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2-16-2005

APPROVED AS TO FORM:

J. P. Pincello 3/2/05

YNAPP Agreement
Exhibit "A"

X. Overall Project Budget Worksheet

[illegible]

YNAPP Agreement
Exhibit “B”

(Please Print Clearly)

Volunteer **First** and **Last** Name: _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ **Age:** _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Griffith Elementary School Student Council**

THIS AGREEMENT, made and entered into this 5th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Griffith Elementary School Student 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 **324 E Essex Dr, Las Vegas, NV 89107**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as Science Club that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host workshops for fifth graders featuring science activities to promote scientific knowledge.

Tasks to be Performed:

- Plan workshop activities
- Purchase needed supplies
- Invite fifth graders to participate
- Host workshops

Level of Service to be Provided:

This project will help fifth graders increase their understanding of math and science and to achieve learning benchmarks.

Measurable Goals for Grant period:

- Number of workshops hosted
- Number of youth in attendance
- Feedback from participating youth

"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:*

Ms. Lee Gottschalk, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

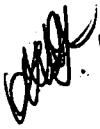
B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **324 E Essex Dr, Las Vegas, NV 89107.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

**Griffith Elementary School Student Council,
"SUBRECIPIENT"**



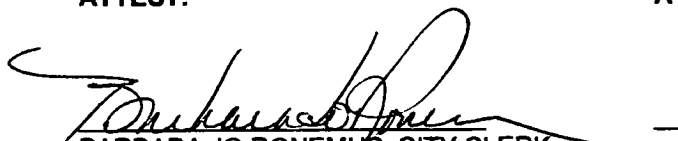
Orlando Sanchez, Director



Ms. Lee Gottschalk, PROJECT LEADER

ATTEST:

ATTEST:



BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2-16-2005

APPROVED AS TO FORM: J. P. [Signature] 3/2/05

YNAPP Agreement
Exhibit “A”

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

GRIFFITH ES STUDENT COUNCIL

[illegible]

YNAPP Agreement
Exhibit "B"



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

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

Section 2: Report Narrative

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

(Please Print Clearly)

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Blazin' Onez Youth Organization – West Community Center**

THIS AGREEMENT, made and entered into this 5th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Blazin' Onez Youth Org. – West Comm. Center**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **2050 Sapphire Stone, Las Vegas, NV 89106**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Adaptive 3-on 3 Basketball Tournament** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host a basketball tournament for youth with disabilities.

Tasks to be Performed:

- Train youth volunteers on how to implement tournament activities
- Purchased needed supplies
- Promote the tournament to invite participants
- Host tournament

Level of Service to be Provided:

This project will provide a fun, athletic activity for youth with disabilities.

Measurable Goals for Grant period:

- Number of participating youth
- Event feedback from tournament participants and 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:*

Ms. Camille Franklin, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **2050 Sapphire Stone, Las Vegas, NV 89106.**

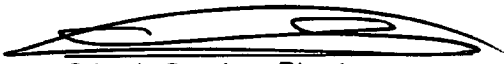
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

**Blazin' Onez Youth Organization – West Comm. Center,
"SUBRECIPIENT"**



Orlando Sanchez, Director



Ms. Camille Franklin, PROJECT LEADER

ATTEST:

ATTEST:



BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2-16-2005

APPROVED AS TO FORM: J. P. Piccolo 3/2/05

YNAPP Agreement
Exhibit "A"

X. Overall Project Budget Worksheet

[illegible]

YNAPP Agreement
Exhibit “B”



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

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

Section 2: Report Narrative

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

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name: _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

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

THIS AGREEMENT, made and entered into this 5th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Hollingsworth Elementary School**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **1776 E Ogden St, Las Vegas, NV 89101**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Operation Soldier Gift Boxes** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to create and send care packages to the Military serving in Iraq.

Tasks to be Performed:

- Collect donations from school and community participants
- Write and create video messages from student to the troops
- Purchase supplies
- Create care packages
- Ship boxes

Level of Service to be Provided:

This project will educate participating youth on the sacrifices made by military personnel serving overseas, and allow them to show support for their efforts.

Measurable Goals for Grant period:

- Donations collected
- Number of boxes created and shipped

"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:*

Dr. D. Janell Dietz, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **1776 E Ogden St, Las Vegas, NV 89101.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

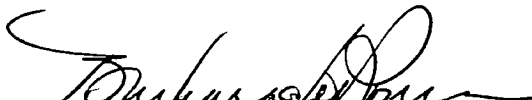
Hollingsworth Elementary School, "SUBRECIPIENT"


Orlando Sanchez, Director


Dr. D. Janell Dietz, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2-16-2005

APPROVED AS TO FORM: J. Ponticello 3/2/05

YNAPP Agreement
Exhibit "A"

X. Overall Project Budget Worksheet

[illegible]

**YNAPP Agreement
Exhibit “B”**

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name: _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Clark High School - Positive Actions**

THIS AGREEMENT, made and entered into this 5th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Clark High School - Positive Actions**, 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 **1031 Whispering Brich Ave, Las Vegas, NV 89123**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Positive Actions** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to teach other youth how to get involved and volunteer their services to their community.

Tasks to be Performed:

- Contact schools to schedule student presentations
- Purchase supplies needed
- Host workshops
- Help students coordinate volunteer service activities

Level of Service to be Provided:

This event will encourage more youth to become involved in volunteer service at an early age.

Measurable Goals for Grant period:

- Number of presentations given
- Number of youth participating in volunteer efforts

"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:*

Ms. Grace D'Souza, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **1031 Whispering Brich Ave, Las Vegas, NV 89123.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Positive Actions, "SUBRECIPIENT"


Orlando Sanchez, Director


Ms. Grace D'Souza, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEUMUS, CITY CLERK

COUNCIL ACTION: 2-16-2005

APPROVED AS TO FORM: J. Porticello 3/2/05

YNAPP Agreement
Exhibit “A”

71

POSITIVE ACTIONS (CLARK)

[illegible]

YNAPP Agreement
Exhibit “B”



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

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

Section 2: Report Narrative

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

(Please Print Clearly)

Address: _____ Zip code: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Fremont Family Writing Project**

THIS AGREEMENT, made and entered into this 5th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Fremont Family Writing Project**, 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 **1100 E. St. Louis Avenue, Las Vegas, NV 89104**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Neighborhood Community Mural & Garden** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to enhance the school's appearance by painting a mural on a wall within the school and expanding the school's community garden.

Tasks to be Performed:

- Work with artists and teachers to design mural
- Purchase paint and supplies needed for mural.
- Purchase plants and gardening supplies.
- Paint mural and plant garden

Level of Service to be Provided:

This project teach participating youth the importance of teamwork and volunteerism and what they can accomplish.

Measurable Goals for Grant period:

- School and community support for the project
- Number of participating student and parent volunteers
- Completion of mural and garden

"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:*

Mr. Arthur Kelly, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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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.

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

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

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D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** YNAPP 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.

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 **1100 E. St. Louis Avenue, Las Vegas, NV 89104.**

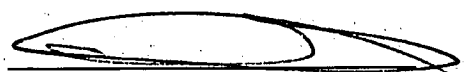
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

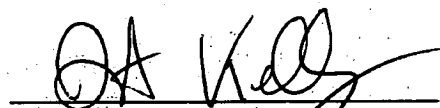
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

CITY OF LAS VEGAS

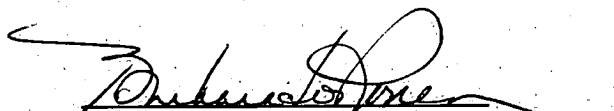
Fremont Family Writing Project, "SUBRECIPIENT"


Orlando Sanchez, Director


Mr. Arthur Kelly, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2-16-2005

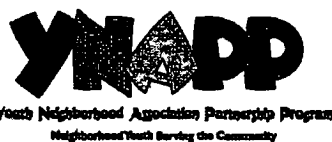
APPROVED AS TO FORM: J. Pomicino 3/2/05

YNAPP Agreement
Exhibit “A”

X. Overall Project Budget Worksheet

[illegible]

YNAPP Agreement
Exhibit “B”



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

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

Section 2: Report Narrative

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

(Please Print Clearly)

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
TLOF (Teen Leaders of the Future)**

THIS AGREEMENT, made and entered into this 5th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and TLOF (Teen Leaders of the Future), a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **295 E Warm Springs # 101, Las Vegas, NV 89119**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Bowling 4 Lupus** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00**, in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host a bowling event to raise funds and community awareness for Lupus.

Tasks to be Performed:

- Obtain a letter of intent from the bowling alley where the event will be hosted.
- Purchase any other items needed for the fundraiser.
- Advertise the event to gain community participation and host the event
- Donate proceeds to the Arthritis Foundation

Level of Service to be Provided:

This event will educate participating youth on the importance of volunteering for causes they have an interest in and help bring awareness to Lupus

Measurable Goals for Grant period:

- Number of people in attendance
- Amount of money raised
- Community feedback from event

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

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

Ms. Karen Hummel, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **295 E Warm Springs # 101, Las Vegas, NV 89119.**

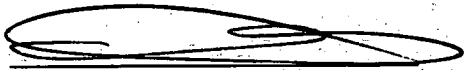
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

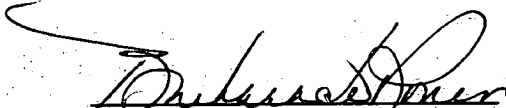
TLOF (Teen Leaders of the Future), "SUBRECIPIENT"


Orlando Sanchez, Director


Ms. Karen Hummel, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2-16-2005

APPROVED AS TO FORM:

J. P. [Signature] 3/2/05

YNAPP Agreement
Exhibit “A”

X. Overall Project Budget Worksheet

[illegible]

YNAPP Agreement
Exhibit “B”



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

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

Section 2: Report Narrative

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

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name: _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

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

THIS AGREEMENT, made and entered into this 5th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Lummis Elementary School**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **9000 Hillpointe Rd, Las Vegas, NV 89134**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as Kids to Kids that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host a toy/materials drive and to purchase needed supplies to a pre-school serving children from low-income families.

Tasks to be Performed:

- Organize, promote and coordinate toy drive at school
- Obtain and purchase toys and needed supplies.
- Donate supplies to Variety Day Home Preschool

Level of Service to be Provided:

This project will educate participating youth on the importance of making donations to people in need.

Measurable Goals for Grant period:

- Number of items collected through the school toy drive
- Donations made to Variety Day Home
- Number of youth served through project 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:*

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

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

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

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

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

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

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

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

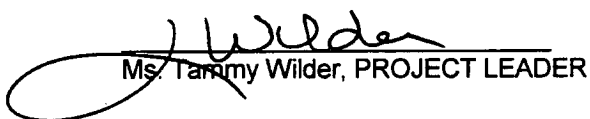
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

CITY OF LAS VEGAS

Lummis Elementary School, "SUBRECIPIENT"


Orlando Sanchez, Director


Ms. Tammy Wilder, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2-16-2005

APPROVED AS TO FORM: J. Particella 3/2/05

YNAPP Agreement
Exhibit "A"

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

LUMMIS ES (KIDS TO KIDS)

QTY	ITEM	UNIT PRICE	FUNDING SOURCE			TOTAL COST
			VENDOR FUNDING	District Supplier Materials	Fiscal Department	
100	PRESCHOOL TOYS	3.00	150.00	150.00		300.00
25	BLANKETS / NAPS	5.00	100.00	25.00		125.00
25	PILLOWS / NAPS	5.00	100.00	25.00		125.00
50	CRAPEONS	.50	25.00			25.00
50	COLOR BOOKS	1.00	10.00	40.00		50.00
50	PICTURE BOOKS	3.00	30.00	120.00		150.00
50	STUFFED ANIMALS	3.00	30.00	120.00		150.00
50	FLASH CARDS	1.00		50.00		50.00
25	BABY DOLLS	8.00	40.00	160.00		200.00
25	DIAPER WIPES	2.00	20.00	30.00		50.00
4	PLAY PENS	25.00	100.00			100.00
25	BABY BOTTLES	1.00		25.00		25.00
25	PUZZLES	3.00	60.00	15.00		75.00
50	CRAFT/ART SUPPLIES	2.00	100.00			100.00
50	TEETHING RINGS	2.00	100.00			100.00
300	SNACKS	1.00	135.00	165.00		300.00
100	PENCILS	.10		10.00		10.00
25	TAPE	.50		12.50		12.50
900	DIAPERS	1.30		60.00		60.00
	</					

YNAPP Agreement
Exhibit “B”



YNAPP Monthly Progress Report FY 2004-2005

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

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

[illegible]

(Please Print Clearly)

Address: _____ **Zip code:** _____

[illegible]

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

THIS AGREEMENT, made and entered into this 5th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Lummis Elementary School – Fostering Kids**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **9000 Hillpointe Road, Las Vegas, NV 89134..**

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Fostering Kids** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00**, in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to create books to help children in foster care better understand their situations, and deal with their emotions.

Tasks to be Performed:

- Have a counselor review book content prior to publishing.
- Contact foster care agencies to obtain permission to place books in their facility
- Purchase supplies needed to make books.
- Create books and distribute them to foster care agencies

Level of Service to be Provided:

This project will create an opportunity for youth in foster care to share their experiences with other youth who have been abused and are dealing with a similar situation.

Measurable Goals for Grant period:

- Number of books created and distributed
- Feedback for foster care agencies and youth

"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:*

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

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

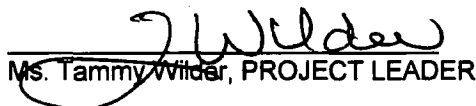
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

CITY OF LAS VEGAS

**Lummis Elementary School – Fostering Kids,
"SUBRECIPIENT"**


Orlando Sanchez, Director


Ms. Tammy Wilder, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2-16-2005

APPROVED AS TO FORM: J. P. Puccio 3/2/05

YNAPP Agreement
Exhibit “A”

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

LUMMIS ES (FOSTERING KIDS)

	FUNDING SOURCE				
40lbs paper	4.00		8.00		
10/lb cardstock	5.00	50.00			
250 book binders	.30	75.00			
20 notebooks	.30		6.00		
1 camera	100-	100.00			
1 book binding machine			300.00		
5 postage	500	25.00			
1 Kid pics computer program	89-		89-		
100 hardback books	3.00	300.00			
1 copy machine			50-		
100 scrapbook paper	.25	25.00			
200 rubber arm bands ↳to promote writing	2.00	400.00		100-	
4 developing pictures	6.25	25.00			
3 boxes markers (in kind)					
TOTALS	1,000	453	100	1,553	

YNAPP Agreement
Exhibit “B”



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

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

Section 2: Report Narrative

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

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name: _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

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

THIS AGREEMENT, made and entered into this 5th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Engineering Design Group (EDG)**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **2301 N Tenaya Way, Las Vegas, NV 89128**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **EDG 2004-2005 Season** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to build a robot and introduce various fields of science and engineering to interested youth participants.

Tasks to be Performed:

- Recruit interested youth to participate in the program.
- Purchase needed supplies
- Build robot and compete in competition
- Report outcome of competition.

Level of Service to be Provided:

This project will encourage youth to pursue careers in science and engineering.

Measurable Goals for Grant period:

- Number of youth participants
- Successful completion of robot
- Competition outcome and feedback from participating youth

"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:*

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

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

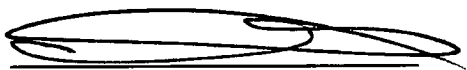
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Engineering Design Group (EDG), "SUBRECIPIENT"


Orlando Sanchez, Director


Mr. Marc Rogers, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2-16-2005

APPROVED AS TO FORM: J. Ponticello 3/2/05

YNAPP Agreement
Exhibit “A”

X. Overall Project Budget Worksheet

[illegible]

YNAPP Agreement
Exhibit “B”



YNAPP Monthly Progress Report FY 2004-2005

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

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

[illegible]

(Please Print Clearly)

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Mirabelli Teen Tutors**

THIS AGREEMENT, made and entered into this 17th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Mirabelli Teen Tutors**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **6200 Elton Ave. Las Vegas, NV 89107**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Mirabelli Teen Tutors** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to provide tutoring services for the students of O.K. Adcock Elementary who are in need of assistance reaching their achievement benchmarks.

Tasks to be Performed:

- Work with school administration to identify students
- Work with teachers and school staff to learn how to tutor students
- Purchase supplies needed
- Tutor students

Level of Service to be Provided:

This project will educate participating youth on how to help students reach learning benchmarks, and how to serve as mentors.

Measurable Goals for Grant period:

- Number of students receiving tutoring
- Number of students showing improvement

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

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

Ms. Jodie Italiano, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

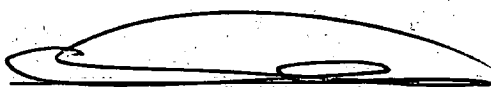
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

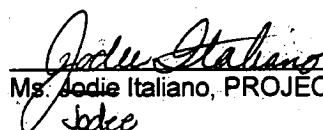
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

CITY OF LAS VEGAS

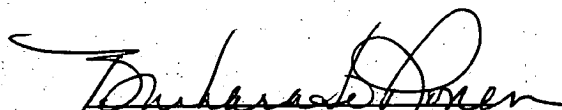
Mirabelli Teen Tutors, "SUBRECIPIENT"


Orlando Sanchez, Director

 3/29/05
Ms. Jodie Italiano, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION:

2/16/05

APPROVED AS TO FORM:

J. Ponticello 3/2/05

**YNAPP Agreement
Exhibit "A"**

X. Overall Project Budget Worksheet

[illegible]

YNAPP Agreement
Exhibit “B”



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

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

Section 2: Report Narrative

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

(Please Print Clearly)

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Teens Effecting Challenged Youth - YMCA**

THIS AGREEMENT, made and entered into this 28 day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Teens Effecting Challenged Youth - YMCA**, 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 **4141 Meadows Lane, Las Vegas, NV 89107**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **T.E.C.Y. Life Skills Celebration Dance** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host a formal dance for youth with mental disabilities.

Tasks to be Performed:

- Purchase items needed to host the dance.
- Invite youth to participate
- Host dance

Level of Service to be Provided:

This project will provide learning opportunity for teens with moderate mental challenges to help them feel comfortable when placed in common teenage social environments.

Measurable Goals for Grant period:

- Number of youth attending the dance
- Community feedback from the event

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

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

Ms. Breezy Bolden, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above; until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **4141 Meadows Ln, Las Vegas, NV 89107.**

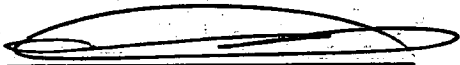
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

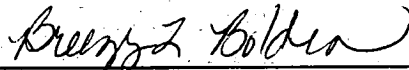
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

**Teens Effecting Challenged Youth – YMCA
"SUBRECIPIENT"**



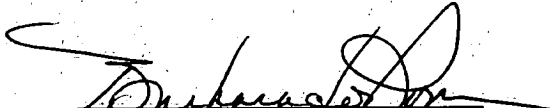
Orlando Sanchez, Director



Ms. Breezy Bolden, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/16/05

APPROVED AS TO FORM: J. P. Pincello 3/14/05

YNAPP Agreement
Exhibit “A”

X. Overall Project Budget Worksheet

[illegible]

YNAPP Agreement
Exhibit “B”



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

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

Section 2: Report Narrative

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

(continued)

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Community College High School Student Council**

THIS AGREEMENT, made and entered into this 3/29 day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Community College High School Student 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 **6375 W. Charleston Blvd., Las Vegas, NV 89146**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Module Makeover** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00**, in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to improve and enhance the appearance of the school modules by planting desert landscaping.

Tasks to be Performed:

- Pursue the rental or donation of a wheel barrow.
- Plan layout for landscaping and tables
- Purchase supplies needed.
- Plant and maintain desert landscaping

Level of Service to be Provided:

This project will encourage students to take pride in the appearance of the school, and provide students with a gathering area between classes.

Measurable Goals for Grant period:

- Planting of the landscaping
- Maintenance of the landscaping

"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:*

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

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

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

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

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

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **6375 W. Charleston Blvd., Las Vegas, NV 89146.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

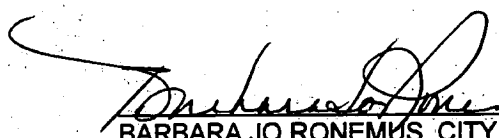
**Community College High School Student Council,
"SUBRECIPIENT"**


Orlando Sanchez, Director


Ms. Kathleen Dye, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION:

2/16/05

APPROVED AS TO FORM:

J. Pomicello 3/2/05

YNAPP Agreement
Exhibit "A"

X. Overall Project Budget Worksheet

[illegible]

YNAPP Agreement
Exhibit "B"



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

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

Section 2: Report Narrative

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

100

Volunteer **First** and **Last** Name: _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
We Pay to Play – Mirabelli Community Center**

THIS AGREEMENT, made and entered into this 12 day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **We Pay to Play – Mirabelli Community Center**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **6200 Elton Ave, Las Vegas, NV 89107**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **It's a Swing Thing** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to provide a night out for parents and away from their children, while babysitting services are provided in a nearby community center.

Tasks to be Performed:

- Invite parents and grandparents to participate in the event
- Provide training to youth volunteers that will be babysitting participant's children
- Purchase supplies needed for the event
- Set and host event

Level of Service to be Provided:

This project will educate participating youth on the importance of volunteering their time to help others.

Measurable Goals for Grant period:

- Number of flyers and posters distributed throughout the community
- Number of participating parents and grandparents
- Participants feedback from event

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

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

Ms. Phyllis McFadden, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS


Orlando Sanchez, Director

**We Pay to Play – Mirabelli Community Center,
"SUBRECIPIENT"**

 RANDY GAMBOA
Ms. Phyllis McFadden, PROJECT LEADER


ATTEST:


BARBARA JO RONEMUS, CITY CLERK

ATTEST:

COUNCIL ACTION: 2/16/05

APPROVED AS TO FORM: J. Porticello
3/14/05

YNAPP Agreement
Exhibit “A”

Section 1.a: Money, Money, Money

X. Overall Project Budget Worksheet

WE PAY TO PLAY (MIRABELLI)

		FUNDING SOURCE			
3	green apples	44dlb	2.82		2.82
3	red apples	97dlb	2.91		2.91
8	grapes	2.88	8.64		8.64
4	cantaloupe	1.85	7.40		7.40
6	Chips ^{2 1/2 lbs}	5.00	30.00		30.00
1	Salsa	8.95	8.95		8.95
8	Refried Beans	1.67	13.36		13.36
10	Tomatoes	.87	8.70		8.70
3	Onion	.68	2.04		2.04
3	Cucumbers	5.00	1.50		1.50
7	avocados	6.41	4.48		4.48
3	water melon	4.96	14.88		14.88
2	Cheese	1.86	3.72		3.72
3	Corn Tortillas (36)	1.08	3.24		3.24
2	Flour Tortillas (26)	2.75	5.50		5.50
12	Skirt Steak (3.16)	9.90	118.80		118.80
2	Rice	1.07	2.14		2.14
2	Vanilla Ice Cream	4.97	9.94		9.94
2	Frosted Flakes	1.87	3.74		3.74
1	oil	5.27	5.27		5.27
1	Plates (150)	2.07	2.07		2.07
1	Napkins (400)	1.04	1.04		1.04
2	Plastic Cups (50)	1.14	2.28		2.28
2	Silverware (36)	1.64	3.28		3.28
6	Soda (2 liters)	1.18	7.08		7.08
3	Horchata (drink)	3.85	15.40	11.50	15.40
6	Clear Plastic Wmgs	9.70	5.82		5.82
20	MT-Shirts	10.00	200.00		200.00
10	Candy (bag)	2.50	25.00		25.00
30	Churros	2.00	60.00		60.00
20	Mexican Pastie	1.00	20.00		20.00
1	DJ	150.00	150.00	200.00	350.00
TOTALS		996.15	1000	200.00	1196.15
					1200

YNAPP Agreement
Exhibit “B”



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

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

Section 2: Report Narrative

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

Volunteer **First** and **Last** Name: _____

Phone number: _____

Address: _____

Zip code: _____

Project Title: _____

Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Super Teens – Veterans Memorial Leisure Center**

THIS AGREEMENT, made and entered into this 16 day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Super Teens – Veterans Memorial Leisure Center**, 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 **101 N Pavilion Center Dr, Las Vegas, NV 89144**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Recycling** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00**, in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Project will be used to create a community-recycling project to encourage residents to recycle their household products.

Tasks to be Performed:

- Purchase safety cones and vests to be worn by project team while collecting recyclables from the neighborhood.
- Make community residents aware of the project by posting flyers and poster
- Purchase any other supplies needed to complete project.
- Collect recyclables and deliver to recycling plant

Level of Service to be Provided:

This project will educate residents on the importance of recycling to help preserve the environment.

Measurable Goals for Grant period:

- Number of items recycled
- Amount of cash received for donation to troops serving in Iraq.

"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:*

Ms. Cheryl Coleman, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

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

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A. REIMBURSEMENT

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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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **101 N Pavilion Center Dr, Las Vegas, NV 89144.**

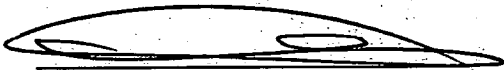
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

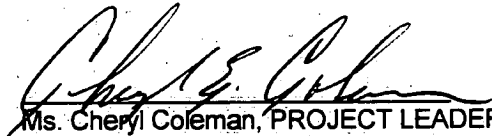
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

**Super Teens – Veterans Memorial Leisure Center,
"SUBRECIPIENT"**

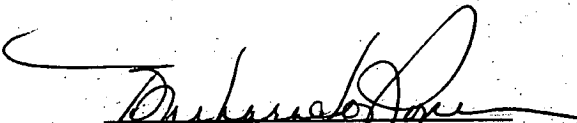


Orlando Sanchez, Director


Ms. Cheryl Coleman, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/16/05

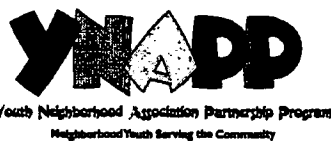
APPROVED AS TO FORM: J. P. [Signature] 3/2/05

YNAPP Agreement
Exhibit "A"

X. Overall Project Budget Worksheet

		FUNDING SOURCE		
25	TRASH BINS	70.00	70.00	70.00
4	PLASTIC BAGS 45 GAL. FOR POSTER BOARD	10.00	40.00	40.00
	PAYMENT		20.00	20.00
	BRUSHES		35.00	35.00
	DISPLAY BOARDS		15.00	15.00
1	CEMENT, 6 PK DISAPPEAR	25.00	25.00	25.00
1	PHOTO ALBUM MARKERS	25.00	25.00	25.00
	COPIES OF FLYERS		50.00	50.00
TOTALS		180.00		100.00

YNAPP Agreement
Exhibit “B”



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

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

Section 2: Report Narrative

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

Service Learning Log

(Please Print Clearly)

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name: _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Rafael Rivera Youth Group**

THIS AGREEMENT, made and entered into this 15 day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Rafael Rivera Youth Group**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **749 Veterans Memorial Dr, Las Vegas, NV 89101**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as Spring Fun Fair that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to provide an after-school event in the park to provide youth in the neighborhood with safe and positive activities.

Tasks to be Performed:

- Market the event throughout the community
- Plan event activities and organize volunteer duties
- Purchase items needed
- Host event

Level of Service to be Provided:

This project will provide youth with the opportunity to plan and coordinate positives activities for their peers and other youth in their community.

Measurable Goals for Grant period:

- Number of flyers and posters distributed
- Community support and participation in event activities
- Number of youth in attending the event

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

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

Mr. Rick Rosenthal, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **749 Veterans Memorial Dr, Las Vegas, NV 89101.**

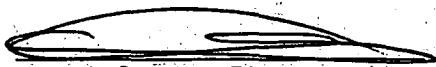
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

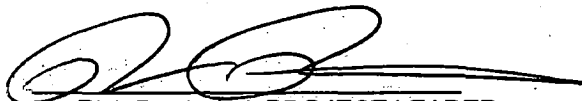
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

Rafael Rivera Youth Group, "SUBRECIPIENT"



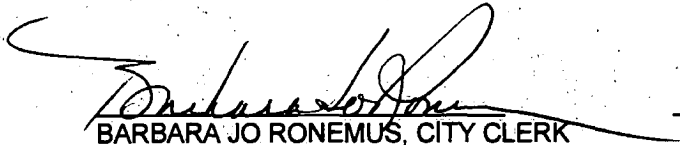
Orlando Sanchez, Director



Mr. Rick Rosenthal, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/16/05

APPROVED AS TO FORM: J. Paballo 3/2/05

YNAPP Agreement
Exhibit “A”

X. Overall Project Budget Worksheet

[illegible]

YNAPP Agreement
Exhibit “B”



YNAPP Monthly Progress Report FY 2004-2005

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

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

[illegible]

Service Learning Log

(Please Print Clearly)

Volunteer First and Last Name: _____ **Phone number:** _____

Address: _____ **Zip code:** _____

Project Title: _____ **Age:** _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Student Organization of Latinos (S.O.L.)**

THIS AGREEMENT, made and entered into this 30th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Student Organization of Latinos (S.O.L.)**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **3800 Harris Avenue, Las Vegas, NV 89110**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **S.O.L. to Soul** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to create gift baskets for teens and children at local area hospitals.

Tasks to be Performed:

- Obtain age requirements and letter of intent from the hospital where the baskets will be donated.
- Purchase items needed for gift baskets.
- Create baskets
- Visit hospital to deliver baskets

Level of Service to be Provided:

This project will teach participating youth the importance of donating to those in need.

Measurable Goals for Grant period:

- Level of participation from selected hospital
- Number of baskets created and youth served

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

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

Ms. Lola Moss, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

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

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **3800 Harris Avenue, Las Vegas, NV 89110.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

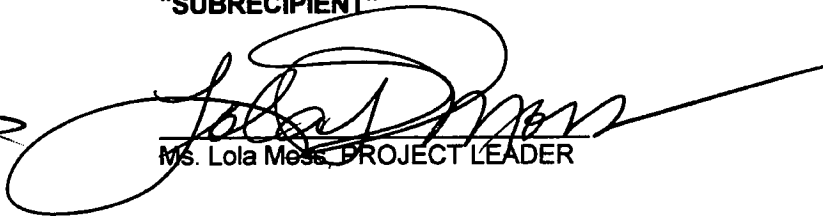
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

CITY OF LAS VEGAS

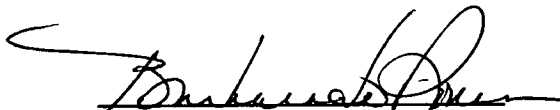
**Student Organization of Latinos (S.O.L.),
"SUBRECIPIENT"**


Orlando Sanchez, Director


Ms. Lola Mesa, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/16/05

APPROVED AS TO FORM: J. P. [Signature] 3/2/05

YNAPP Agreement
Exhibit "A"

Section 7.a: Money, Money, Money.

X. Overall Project Budget Worksheet

STUDENT ORGANIZATION OF LATINOS (S.O.L.)

[illegible]

YNAPP Agreement
Exhibit “B”



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

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

Section 2: Report Narrative

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

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name: _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Second Baptist Church - Youth and Young Adult Ministries (YYAM)**

THIS AGREEMENT, made and entered into this _____ day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Second Baptist Church - Youth and Young Adult Ministries (YYAM)**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **500 W. Madison Ave, Las Vegas, NV 89106**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as Unity Through Knowledge that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host six days of diverse and innovative workshops to keep the youth in the neighborhood occupied and out of trouble during spring break.

Tasks to be Performed:

- Organize workshop activities and coordinate volunteer tasks
- Promote workshops throughout the community
- Purchase supplies needed for various workshops and activities.
- Host workshops

Level of Service to be Provided:

This project will provide positive activities for youth during out of school time, and teach youth the value of volunteering their time.

Measurable Goals for Grant period:

- Number of flyers and poster distributed to advertise the event
- Number of youth participants
- Community feedback from event activities

"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:*

Ms. T. Smith, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

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"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

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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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"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
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4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
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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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Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

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A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

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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.

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Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

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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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The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

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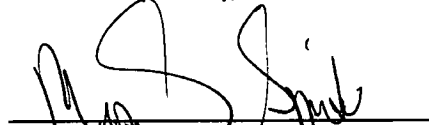
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

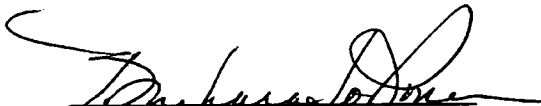


Orlando Sanchez, Director

Second Baptist Church Youth and Young Adult Ministries (YYAM), "SUBRECIPIENT"


Ms. T. Smith, PROJECT LEADER

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

ATTEST:



COUNCIL ACTION: 2/16/05

APPROVED AS TO FORM: J. P. Piccolo 3/14/05

YNAPP Agreement
Exhibit “A”

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

YOUTH & YOUNG ADULT MINISTRIES (YYAM)

QTY	ITEM	Unit Price	FUNDING SOURCE			TOTAL COST
			YYAM Funded	Donor / Supply Materials	Other Donation	
6	White/color computer paper	\$5.50		33 ⁰⁰		33 ⁰⁰
5	Butcher paper	35.99		179.95		179.95
2	Assorted Markers (100 ct)	25 ⁰⁰	~~25⁰⁰~~			25 ⁰⁰
4	3-Pack Disposable cameras	9.98	39.92			39.92
6	Poster boards	.33	1.98			1.98
3	Color poster boards	.52	1.56			1.56
8	Bottles of paint	2 ⁰⁰	16 ⁰⁰			16 ⁰⁰
2	Paint brushes	1.50	3 ⁰⁰			3 ⁰⁰
2	Cassette players	15 ⁰⁰		30 ⁰⁰		30 ⁰⁰
10	Music CDs	10 ⁰⁰		100 ⁰⁰		100 ⁰⁰
4	Masking tape	2.99	11.96			11.96
3	Name tags (50 ct)	1.99	5.97	2		5.97
20 yds	Fabric	2 ⁰⁰	40 ⁰⁰			40 ⁰⁰
3	Needles	2 ⁰⁰	6 ⁰⁰			6 ⁰⁰
3	Assorted beads	3.99	11.97			11.97
10	String	1.50	15 ⁰⁰			15 ⁰⁰
5	Stickers	.99	4.95			4.95
4	Letter stencils	1.99		7.96		7.96
2	Glue guns	5.97	11.94			11.94
1	CD player	59.99		59.99		59.99
10	Costume props	10 ⁰⁰	100 ⁰⁰			100 ⁰⁰
3	White /color chalk	2.99	8.97			8.97
8 pk	Pencils	1.99	15.92			15.92
6	Paper cups	1.99	11.94			11.94
3	Paper plates	2.99	8.97			8.97
3	Plastic utensils	4.99	14.97			14.97
15 bx	Extra Large Pizza	10.96	164.40			164.40
6 kg	Assorted Fruit	2.99	17.94			17.94
45	Cookies	1.29	58.05			58.05
4	Water (24 ct)	4.99	19.96			19.96
4	Soda (24 ct)	5.29	21.16			21.16
75	Certificates	1.99	149.25			149.25
TOTALS			~~811.78~~	410.90		1222.68
						~~1227.68~~

**YNAPP Agreement
Exhibit “B”**



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

Project Name:			
Neighborhood Association:			
Reporting Period:	Start Date:	End Date:	
Person Preparing Report:			
Phone Number:			

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

(Please Print Clearly)

Volunteer **First** and **Last** Name: _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ **Age:** _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Beyond the Star – Gibson Community School**

THIS AGREEMENT, made and entered into this 16 day of **March, 2005** by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Beyond the Star – Gibson Community School**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **3990 W Washington Ave, Las Vegas, NV 89107**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

- To support emerging and established registered neighborhood-based youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood-based youth organizations to effectively plan and implement program that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods;
- and
- To encourage youth to feel pride, connection, and respect for neighborhood based service-learning work.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Senior Helpers/Tree of Knowledge** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan activities and celebrations for the seniors of the Archie Grant Housing Community.

Tasks to be Performed:

- Contact Archie Grant administration to learn of any special dietary and activity needs for participating seniors
- Organize activities and plan volunteer tasks
- Host activities and interact with the participating seniors

Level of Service to be Provided:

This project will provide participating youth with the opportunity to interact with and learn from senior citizens in their community.

Measurable Goals for Grant period:

- Number of participating seniors
- Number of events hosted
- Feedback from participating seniors

"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:*

Ms. Jennifer Blanchard, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas; Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
2. Proceeds from the disposition of equipment purchased with YNAPP funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with YNAPP funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **3990 W Washington Ave, Las Vegas, NV 89107.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

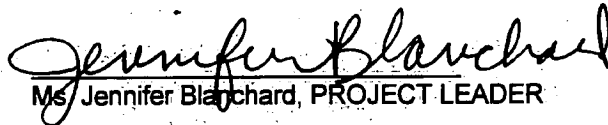
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

**Beyond the Star – Gobson Community School,
"SUBRECIPIENT"**



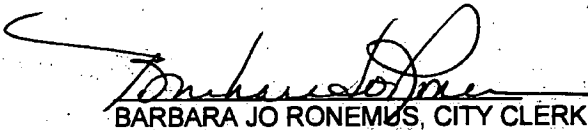
Orlando Sanchez, Director



Ms. Jennifer Blanchard, PROJECT LEADER

ATTEST:

ATTEST:



BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION:

2/16/05

APPROVED AS TO FORM:



3/14/05

YNAPP Agreement
Exhibit "A"

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

BEYOND THE STAR (GIBSON)

			FUNDING SOURCE				
4	com kies	2.10	X				8.76
3	Punch	3.00	X				9.00
5	Board Games	11.99	X				59.95
2	eggs	1.79	X				3.58
1	suger	1.50	✓				1.50
2	cookie mix	2.19	X				~~2.19~~ 4.38
1	chocholate chips	1.29	X				1.20
2	butter	2.05	X				4.10
1	milk	2.39	X				2.39
20	baskets	.99	✓				20.00
5	grass	1.02	X				5.10
3	candy	.99	X				2.97
10	eggs	1.79	X				17.90
2	sheet cakes	29.95	X				59.90
3	ice cream - gallons	5.99	X				17.97
3	water	4.99	X				~~9.98~~ 14.97
4	Gillter	2.95	X				11.80
4	letter stickers	1.95	X				7.80
10	constuction paper	1.00	X				10.00
1	scrap book	15.00	X				15.00
10	scrap book supplies	1.00	X				10.00
1	tree	150.00	X				150.00
1	soil	30.00	X				30.00
1	plaque	55.00	X				55.00
105	raffle prizes	1.00	X				105.00
6	subway platters	26.00	X				156.00
5	paint and rollers	20.00	X				100.00
10	dacwration	1.00	X				10.00
15	disposable camaras	4.50	✓				67.50
2	journal	2.50	X				5.00
3	egg dye	1.39	✓				4.17
15	cleaning supplies	1.50	X				22.50
		TOTALS					993.44 994.48

YNAPP Agreement
Exhibit “B”



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

Project Name:		
Neighborhood Association:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name: _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Matt Kelly Elementary School**

THIS AGREEMENT, made and entered into this 14 day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Matt Kelly Elementary School**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **1900 N J St, Las Vegas, NV 89106**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

- To support emerging and established registered neighborhood-based youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood-based youth organizations to effectively plan and implement program that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods;
- and
- To encourage youth to feel pride, connection, and respect for neighborhood based service-learning work.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Helping the Homeless** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host a donation drive for supplies needed at the Las Vegas Rescue Mission, and to serve meals at the Mission for clients residing there.

Tasks to be Performed:

- Promote and host donation drive at school and in the community
- Purchase needed supplies
- Coordinate volunteer efforts with the Las Vegas Rescue Mission
- Donate supplies and volunteer time serving meals

Level of Service to be Provided:

This project will help youth appreciate what they have and show them they can make a difference by volunteering their time.

Measurable Goals for Grant period:

- Amount of items collected and donated
- Number of volunteer activities done at the Rescue Mission
- Feedback from the Rescue Mission and 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:*

Mr. Tim Haddad, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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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 YNAPP funding.

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"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

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☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.



☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

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"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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2. Proceeds from the disposition of equipment purchased with YNAPP funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with YNAPP funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
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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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The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **1900 N J St, Las Vegas, NV 89106.**

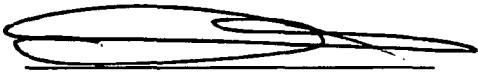
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

Matt Kelly Elementary School, "SUBRECIPIENT"



Orlando Sanchez, Director



Mr. Tim Haddad, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/16/05

APPROVED AS TO FORM: J. P. [Signature] 3/2/05

YNAPP Agreement
Exhibit "A"

X. Overall Project Budget Worksheet

MATT KELLY ES (KIDS WHO CARE)

[illegible]

YNAPP Agreement
Exhibit “B”



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

Project Name:		
Neighborhood Association:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

(Please Print Clearly)

Address: _____ Zip code: _____

Project Title: _____ **Age:** _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Y Get P.E.P. – West Community Center**

THIS AGREEMENT, made and entered into this 14 day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Y Get P.E.P. – West Community Center, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 2050 Sapphire Stone, Las Vegas, NV, 89106.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

- To support emerging and established registered neighborhood-based youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood-based youth organizations to effectively plan and implement program that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods;
- and
- To encourage youth to feel pride, connection, and respect for neighborhood based service-learning work.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as Stay Prepared for School Fair that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$1,000.00 in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to replenish school supplies in the middle of the school year for students who cannot afford to purchase them.

Tasks to be Performed:

- Identify school supplies needed
- Purchase needed supplies
- Identify and invite students needing supplies
- Plan and host event to distribute school supplies

Level of Service to be Provided:

This project will provide students from low-income families with the supplies they need to be productive students throughout the school year.

Measurable Goals for Grant period:

- Number of student served
- Feedback from participating students and volunteers

"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:*

Ms. Crystal Jackson, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
2. Proceeds from the disposition of equipment purchased with YNAPP funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with YNAPP funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **2050 Sapphire Stone, Las Vegas, NV 89106.**

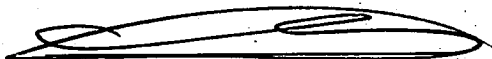
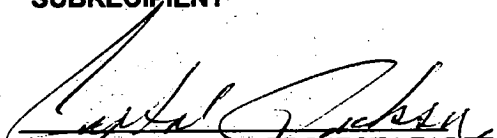
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

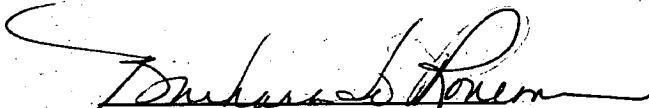
CITY OF LAS VEGAS

**Y Get P.E.P. – West Community Center,
"SUBRECIPIENT"**


Orlando Sanchez, Director
Ms. Crystal Jackson, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/16/05

APPROVED AS TO FORM: J. Pinball 3/2/05

**YNAPP Agreement
Exhibit “A”**

X. Overall Project Budget Worksheet

[illegible]

YNAPP Agreement
Exhibit “B”



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

Project Name:		
Neighborhood Association:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name: _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Youth Together – Stupak Community Center**

THIS AGREEMENT, made and entered into this 12 day of April, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Youth Together – Stupak Community Center**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **300 W Boston Ave, Las Vegas, NV 89102**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

- To support emerging and established registered neighborhood-based youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood-based youth organizations to effectively plan and implement program that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods;
- and
- To encourage youth to feel pride, connection, and respect for neighborhood based service-learning work.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Christmas Getaway** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to provide food, clothing, and toys to needy families during the holidays.

Tasks to be Performed:

- Identify families in need through the community center
- Purchase supplies
- Invite families to holiday event
- Provide families with holiday gift baskets

Level of Service to be Provided:

This project will help families in the neighborhood to have a memorable holiday experience by providing them with food, clothing and toys.

Measurable Goals for Grant period:

- Number of families provided with gift baskets
- Feedback from participating families

"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:*

Mr. Dondre Avery, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☒ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☐ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
2. Proceeds from the disposition of equipment purchased with YNAPP funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with YNAPP funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **300 W Boston Ave, Las Vegas, NV 89102.**

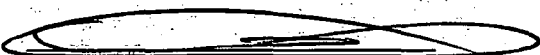
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

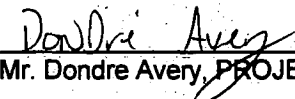
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

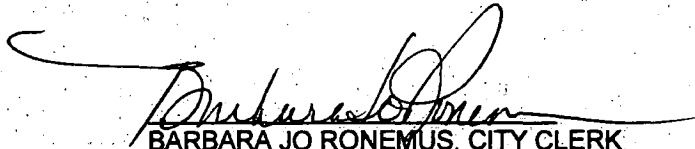
**Youth Together – Stupak Community Center,
"SUBRECIPIENT"**


Orlando Sanchez, Director


Mr. Dondre Avery, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/16/05

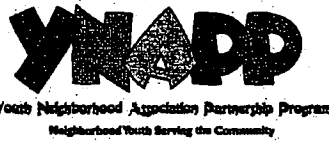
APPROVED AS TO FORM: 
3/14/05

YNAPP Agreement
Exhibit "A"

X. Overall Project Budget Worksheet

[illegible]

YNAPP Agreement
Exhibit "B"



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

Project Name:		
Neighborhood Association:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name: _____ Phone number: _____

Address: _____ **Zip code:** _____

Project Title: _____ **Age:** _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Youth Encouraging Seniors – West Community Center**

THIS AGREEMENT, made and entered into this 5th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Youth Encouraging Seniors – West Community Center**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **2050 Sapphire Stone, Las Vegas, NV 89106**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

- To support emerging and established registered neighborhood-based youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood-based youth organizations to effectively plan and implement program that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods;
- and
- To encourage youth to feel pride, connection, and respect for neighborhood based service-learning work.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Springing In to Y.E.S.** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to create care packages containing personal hygiene items for low-income seniors.

Tasks to be Performed:

- Purchase needed supplies
- Identify seniors
- Create care packages
- Deliver packages

Level of Service to be Provided:

This project will provide needed supplies to seniors who cannot afford them and an opportunity for participating youth and seniors to gain more understanding and respect for each other.

Measurable Goals for Grant period:

- Number of seniors served
- Feedback from seniors and 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:*

Ms. LaTonia Joiner-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 **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

 ☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

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At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

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If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

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As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
2. Proceeds from the disposition of equipment purchased with YNAPP funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with YNAPP funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" **2050 Sapphire Stone, Las Vegas, NV 89106.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

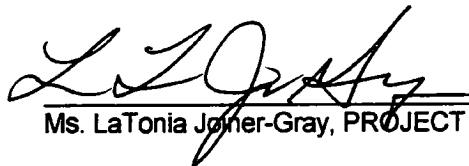
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

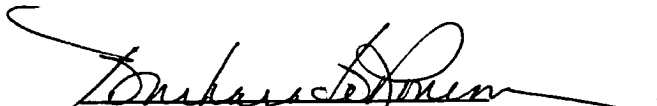
**Youth Encouraging Seniors – West Community Center,
"SUBRECIPIENT"**


Orlando Sanchez, Director


Ms. LaTonia Joiner-Gray, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/16/05

APPROVED AS TO FORM: J. Ponticello 3/14/05

**YNAPP Agreement
Exhibit “A”**

TOTALS

**YNAPP Agreement
Exhibit “B”**



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

Project Name:		
Neighborhood Association:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

(Please Print Clearly)

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Wasden Elementary School**

THIS AGREEMENT, made and entered into this 5th day of March, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Wasden Elementary School**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **2831 Palomino Lane, Las Vegas, NV 89107**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

- To support emerging and established registered neighborhood-based youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood-based youth organizations to effectively plan and implement program that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods;
- and
- To encourage youth to feel pride, connection, and respect for neighborhood based service-learning work.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as Wildcat Helpers that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00**, in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host a neighborhood clean-up to remove trash, debris and graffiti in their neighborhood and followed by a neighborhood celebration.

Tasks to be Performed:

- Recruit additional student, parent and community volunteers
- Purchase safety cones and vests to be worn by project team members during clean-up.
- Purchase needed supplies.
- Host cleanup and neighborhood celebration.

Level of Service to be Provided:

This project will teach youth about the changes they can make in the appearance and condition of their neighborhood by volunteering their time.

Measurable Goals for Grant period:

- Number of student, parent and community volunteers
- Feedback from neighborhood residents after the cleanup

"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:*

Ms. Karen Weksler, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

- ☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.
- ☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

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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.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

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"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

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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 YNAPP funds;
2. Proceeds from the disposition of equipment purchased with YNAPP funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with YNAPP funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **2831 Palomino Lane, Las Vegas, NV 89107.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

Wasden Elementary School, "SUBRECIPIENT"



Orlando Sanchez, Director



Ms. Karen Weksler, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/16/05

APPROVED AS TO FORM: J. Ponticello 2/2/05

YNAPP Agreement
Exhibit “A”

TOTALS

YNAPP Agreement
Exhibit “B”



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

Project Name:		
Neighborhood Association:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

(Please Print Clearly)

Address: _____ Zip code: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
West Community Center "Steppers for Success"**

THIS AGREEMENT, made and entered into this **15th** day of **April, 2005** by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **West Community Center "Steppers for Success"**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **2050 Sapphire Stone, Las Vegas, NV 89106**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

- To support emerging and established registered neighborhood-based youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood-based youth organizations to effectively plan and implement program that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods;
- and
- To encourage youth to feel pride, connection, and respect for neighborhood based service-learning work.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **Celebrating 100 years in Las Vegas – Community Appreciation** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host performance providing information on African-American history in Las Vegas to celebrate Las Vegas' 100th birthday.

Tasks to be Performed:

- Research history information
- Plan performance
- Distribute flyers to promote performance and invite community to participate
- Host performance

Level of Service to be Provided:

This event will provide information on African American history in Las Vegas to the community.

Measurable Goals for Grant period:

- Number of people in attendance
- Community feedback from the event

"SUBRECIPIENT" hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

2. *The "SUBRECIPIENT" hereby appoints the following representative to attend any meetings of the neighborhood organization in partnership with the City of Las Vegas, Neighborhood Services Department:*

Ms. Kasina Byrdstraw, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

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This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

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"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

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"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

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Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

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"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
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3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with YNAPP funds, less costs incidental to generation of the income;
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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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The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

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Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

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Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

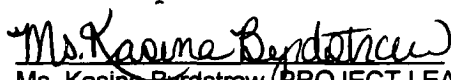
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

**West Community Center "Steppers for Success",
"SUBRECIPIENT"**



Orlando Sanchez, Director



Ms. Kasina Byrdstraw, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/16/05

APPROVED AS TO FORM: J. P. [Signature] 3/2/05

YNAPP Agreement
Exhibit “A”

X. Overall Project Budget Worksheet

FUNDING SOURCE

[illegible]

**YNAPP Agreement
Exhibit “B”**



Youth Neighborhood Association Partnership Program
Neighborhood Youth Serving the Community



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

Project Name:		
Neighborhood Association:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name: _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
West Community Center Youth Council**

THIS AGREEMENT, made and entered into this 15th day of April, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **West Community Center Youth Council**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **2050 Sapphire Stone, Las Vegas, NV 89106**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

- To support emerging and established registered neighborhood-based youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood-based youth organizations to effectively plan and implement program that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods;
- and
- To encourage youth to feel pride, connection, and respect for neighborhood based service-learning work.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2004-2005 YNAPP-funded Program known as **"Do You Believe?"** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host a holiday event with Santa for young children from low-income families.

Tasks to be Performed:

- Plan event activities
- Purchase needed supplies
- Identify and invite participating children

Level of Service to be Provided:

This project will provide youth from low-income families with a memorable holiday event with Santa.

Measurable Goals for Grant period:

- Number of participating children
- Feedback from families and 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:*

Ms. Kasina Byrdstraw, Project Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 16, 2005** or the date first written above, until **October 31, 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 Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 16, 2005**, or the date first written above, through **October 31, 2005**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2004-2005**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 16, 2005**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
2. Proceeds from the disposition of equipment purchased with YNAPP funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with YNAPP funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, through a Field Purchase Order "FPO" for purchases less than \$500 or a Purchase Order "PO" for purchases greater than \$500, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to or arguably related to this Agreement may be requested from "SUBRECIPIENT" by duly authorized CITY representatives.

D. RECORDS

Program records shall be maintained in accordance with CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of four years after the term of this Agreement expires (a five year retention period).

E. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "A" and subject to any conditions imposed in the Scope of Services, to include monthly reports and narratives when seeking reimbursement from the City for Project costs. "SUBRECIPIENT" shall not make any changes in the Project budget unless permission is obtained in writing from the CITY.

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **October 31, 2005** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

H. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year **2004-2005** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **2050 Sapphire Stone, Las Vegas, NV 89106.**

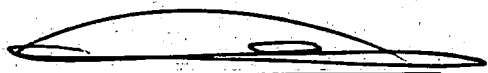
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

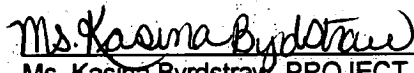
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

**West Community Center Youth Council,
"SUBRECIPIENT"**



Orlando Sanchez, Director



Ms. Kasina Byrdstraw, PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

COUNCIL ACTION: 2/16/05

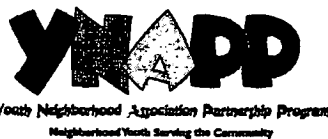
APPROVED AS TO FORM: J. P. [Signature] 3/2/05

YNAPP Agreement
Exhibit "A"

X. Overall Project Budget Worksheet

[illegible]

**YNAPP Agreement
Exhibit "B"**



City of Las Vegas

YNAPP Monthly Progress Report FY 2004-2005

Section 1: Identifying Information

Project Name:		
Neighborhood Association:		
Reporting Period:	Start Date:	End Date:
Person Preparing Report:		
Phone Number:		

Section 2: Report Narrative

Please describe your project accomplishments for this month. Identify which project goals (described in the contract and Grant Application) the organization has addressed. Also document areas of concern, project successes, and any other pertinent information.

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name: _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]