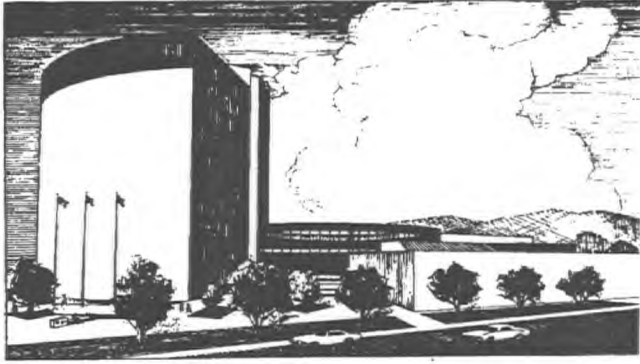




MINUTES

City of Las Vegas

COUNCIL CHAMBERS • 400 STEWART AVENUE • 229-6011 (VOICE) • 386-9108 (TDD)

CITY COUNCIL
MEETING OF
OCTOBER 18, 2006

CITY COUNCIL	PRESENT	ABSENT	EXCUSED
MAYOR OSCAR B. GOODMAN	☒	☐	☐
COUNCILMAN GARY REESE MAYOR PRO-TEM	☒	☐	☐
COUNCILMAN LARRY BROWN (excused from PM Session until 2:26 PM)	☒	☐	☐
COUNCILMAN LAWRENCE WEEKLY	☒	☐	☐
COUNCILMAN STEVE WOLFSON	☒	☐	☐
COUNCILWOMAN LOIS TARKANIAN (excused from AM Session until 10:39 AM)	☒	☐	☐
COUNCILMAN STEVEN ROSS	☒	☐	☐
DOUG SELBY, CITY MANAGER	☒	☐	☐
BRAD JERBIC, CITY ATTORNEY	☒	☐	☐
BARBARA JO RONEMUS, CITY CLERK	☒	☐	☐

APPROVED BY REFERENCE: DECEMBER 6, 2006

ATTEST:


CITY CLERK


MAYOR

THIS MEETING

- **CONTAINS SOME
PAGE(S) THAT ARE
ILLEGIBLE/POOR
QUALITY**



CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>

OSCAR B. GOODMAN, MAYOR (At-Large) • COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)

COUNCIL MEMBERS: LARRY BROWN (Ward 4), LAWRENCE WEEKLY (Ward 5),

STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

October 18, 2006

Morning Session begins at 9:00 a.m.

Afternoon Session begins at 1:00 p.m.

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF \$5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING THE COUNCIL MEETING.

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION – CHAPLIN STEVE SANSON, GREATER LAS VEGAS MARINE CORPS LEAGUE AND VETERAN FOREIGN WARS
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF DOMESTIC VIOLENCE AWARENESS MONTH
7. RECOGNITION OF THE EMPLOYEE OF THE MONTH
8. RECOGNITION OF THE SENIOR OF THE QUARTER
9. RECOGNITION OF NATIONAL COMMUNITY PLANNING MONTH

BUSINESS ITEMS - MORNING

10. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
11. Approval of the Final Minutes by reference of the regular City Council meeting of September 6, 2006

CONSENT AGENDA

MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL BY THE SUBMITTING DEPARTMENTS. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

ADMINISTRATIVE SERVICES - CONSENT

12. Approval of an interlocal agreement with Clark County for receipt of homeland security funds from the FY06 U.S. Department of Homeland Security's State Homeland Security Program (SHSP) in the amount of \$215,338 - All Wards
13. Approval of an interlocal agreement with Clark County for receipt of homeland security funds from the FY06 U.S. Department of Homeland Security Urban Area Security Initiative (UASI) Grant Program in the amount of \$176,760 - All Wards
14. Approval of an interlocal agreement with Clark County for receipt of homeland security funds from the FY06 U.S. Department of Homeland Security Citizen Corps Grant Program (CCP) in the amount of \$221,818 - All Wards

FIELD OPERATIONS - CONSENT

15. Approval authorizing staff to apply for a Recreation and Public Purposes Lease from the Bureau of Land Management for approximately 5 acres of land for APN 125-18-601-032 located in the vicinity of Farm Road and Tee Pee Lane (\$100 - Real Estate/Rental of Land) - Ward 6 (Ross)
16. Approval of a Purchase and Sale Agreement whereby the Economic Opportunity Board of Clark County sells to the City of Las Vegas real property located at 951 E Street (\$850,000 plus closing costs - Affordable Housing/Acquisition Real Property) - Ward 5 (Weekly)
17. Approval of an Easement and Rights-of-Way from the City of Las Vegas to the Las Vegas Valley Water District to cancel and supersede the Easement and Rights-of-Way previously on record for drainage pipeline purposes to service APNs 125-21-701-011 and 125-21-601-009 commonly known as Centennial Hills Community Center located in the vicinity of Deer Springs Way and Buffalo Drive - Ward 6 (Ross)
18. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right of Entry previously on record and continue to allow Nevada Power Company access to the sites for electrical systems needs at 633 and 655 North Mojave Road, commonly known as the Fire Training Center and Animal Foundation of Nevada, APNs 139-25-405-008 and 139-25-801-004 - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

19. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

20. Approval of a Special Event License for Crofts & Miller, Inc., Location: Ice House Pub, 650 South Main Street, Dates: October 20 - 21 and November 17 - 18, 2006, Type: Special Event General, Event: Concert Series, Responsible Person In Charge: John Barrett - Ward 3 (Reese)
21. Approval of a Special Event License for St. Francis de Sales Catholic Church, Location: Church Campus, 1111 North Michael Way, Dates: October 22, 2006, Type: Special Event General, Event: Fourth Annual Int'l Carnival and Bazaar Fundraiser, Responsible Person In Charge: Norm Heter, Ward 5 (Weekly)
22. Approval of Change of Ownership for a Tavern License subject to Health Dept. regulations, From: Meatheads, LLC, dba Meatheads 1, To: The Bunkhouse, LLC, dba Meatheads 1, 1121 South Decatur Boulevard, Suite 120, Charles J. Fox, Mgr, Mmbr, 100% - Ward 1 (Tarkanian)
23. Approval of Principal to Participate in Gaming Revenue for a Restricted Gaming License for 7 slots subject to approval by the Nevada Gaming Commission, Red Card, LLC, db at Convenience Super Store, 8490 Westcliff Drive, Murray L. Petersen, Mgr, Mmbr, 100% - Ward 2 (Wolfson)
24. Approval of a new Locksmith License subject to the provisions of the planning and fire codes, Mega Locksmith, Inc., dba Mega Locksmith, Inc., 2800 West Sahara Avenue, Suite 1-K, Meir B. Hashalom, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)
25. Approval of a new Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, Assaf Cohen, dba Family Jiu-Jitsu, 3281 North Decatur Boulevard, Suite 170, Assaf Cohen, 100% - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

26. Approval of revision to Purchase Order No. 220558 for Annual Requirements Contract for Asphaltic Concrete Pavement Reconstruction - Department of Public Works - Award recommended to: SOUTHERN NEVADA PAVING, INC. (\$600,000 - General Fund)
27. Approval of revision to Purchase Order No. 218379 for Annual Requirements Contract for Asphalt Overlay - Department of Public Works - Award recommended to: SOUTHERN NEVADA PAVING, INC. (\$1,100,000 - General Fund)
28. Approval of Agreement No. 07-16514, Engineering Design Services Agreement for Hoover Avenue and Casino Center Boulevard Streetscape Improvements - Department of Public Works - Award recommended to: CARTER & BURGESS, INC. (\$308,988 - Parks and Leisure Activities Capital Projects Fund) - Ward 3 (Reese)
29. Approval of award of Modification No. 1 to Contract No. 060017 for Maintenance of Yucca Mountain Monitoring Program - Office of Administrative Services - Award recommended to: URBAN ENVIRONMENTAL RESEARCH, LLC (\$60,000 - Multipurpose Special Revenue Fund)
30. Approval of award of an Interlocal Agreement for a Wireless Assessment Study by and between the City of Las Vegas and County of Clark, Nevada - Department of Information Technologies - All Wards
31. Approval of award of Contract No. 060253 for a Wireless Assessment Study - Department of Information Technologies - Award recommended to: CIVITIUM, LLC (\$117,000 - Computer Services Internal Service Fund)
32. Approval of Agreement No. 07-16738, Engineering Design Services Agreement for Rancho Painted Desert Sewer Rehabilitation - Department of Public Works - Award recommended to: VPOINT/TRC (\$199,490 - Sanitation Enterprise Fund) - Ward 4 (Brown) and Ward 6 (Ross)
33. Approval of award of Agreement No. 070022 for Field Reporting Interface Software Licensing and Professional Services - Department of Detention and Enforcement - Award recommended to: MOTOROLA, INC. (\$429,053 - Detention and Enforcement Capital Projects Fund) - All Wards

34. Approval of award of Bid No. 06.1730.35-LED, Cheyenne Avenue Street Rehabilitation, Rampart Blvd. to Buffalo Drive to US 95 and the construction conflicts and contingency reserve set by Finance and Business Services – Department of Public Works – Award recommended to: LAS VEGAS PAVING CORPORATION (\$3,198,000 – Road and Flood Capital Projects Fund) – Ward 4 (Brown)
35. Approval of Agreement No. 070117 for a Blanket Professional Services Agreement associated with various construction related projects - Department of Public Works - Award recommended to HARRIS & ASSOCIATES (\$250,000 - Various Funds) – All Wards
36. Approval of Agreement No. 070115, Engineering Design Services Agreement for Cliff Shadows Parkway Improvements – Department of Public Works – Award recommended to: VTN NEVADA (\$344,018 - Road and Flood Capital Projects Fund) - Ward 4 (Brown)

HUMAN RESOURCES - CONSENT

37. Approval to contract with Health Plan of Nevada (HPN) for Health Maintenance Organization (HMO) services (\$2,305,000 - Self-insurance Internal Service Fund)
38. Approve the deferred compensation contracts with The Hartford, ICMA-RC, and Nationwide to include a loan provision
39. Approval to extend the contract with Southwest Administrators (SWA) for Third Party Administration Services (\$211,000 - Self-insurance Internal Service Fund)
40. Approval to renew the contract with Lumenos as administrator for Consumer Driven Health Care (\$610,000 - Self-insurance Internal Service Fund)

NEIGHBORHOOD SERVICES - CONSENT

41. Approval of the Memorandum of Understanding (MOU) for the Homeownership for Educators Program between the Clark County School District (CCSD) and the city of Las Vegas - All Wards
42. Approval to enter into an Agreement for Quality Enhancement Programs and Services between the Economic Opportunity Board Community Action Partnership - Childcare Assistance Division (EOB-CCAD) and the City of Las Vegas to receive \$140,000 for the Parents As Learning Support program (PALS) - All Wards
43. Approval of the Parents As Learning Support (PALS) funding recommendations to allocate \$140,000 in State Grant Funds to 26 Clark County School District elementary schools within the city of Las Vegas for the implementation of programs to increase parent involvement in education - All Wards
44. Approval to allocate \$400,000 in Home Investment Partnerships Program/Low-Income Housing Trust Funds (HOME/LIHTF) to HELP Las Vegas Housing Corporation II for the construction costs of Phase I of their affordable housing project located at Main and Owens - Ward 5 (Weekly)
45. Approval of Amendments to Caminar's Housing Opportunities for Persons with AIDS (HOPWA) Agreements for a total of \$60,000 in HOPWA grant funds for Housing Operations, Tenant-Based Rental Assistance and Supportive Services for Persons with HIV/AIDS - All Wards

PUBLIC WORKS - CONSENT

46. Approval of an Encroachment Request from Taney Engineering on behalf of Down the Road, LLC, owner (509 South 7th Street) - Ward 3 (Reese)
47. Approval of an Encroachment Request from Civilworks, Incorporated, on behalf of Citibank Nevada National Association, owner (Sahara Avenue west of Lake Sahara Drive) - Ward 2 (Wolfson)
48. Approval of an Encroachment Request from Dunnam Civil Engineers, Incorporated, on behalf of Durango and Centennial, LLC, owner (northwest corner of Durango Drive and Centennial Parkway) - Ward 6 (Ross)

49. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Red Rock Engineering on behalf of Acropolis Investments, Ltd., owner (south of Racel Street, east of Monte Cristo Way, APNs 125-10-404-001 and -002) - County (near Ward 6 - Ross)
50. Approval of Interlocal Contract LAS24D06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) for construction and construction management for Gowan Lone Mountain System - Branch 4 (\$4,902,407 - CCRFCD) - Ward 6 (Ross)
51. Approval of Interlocal Contract 538 between the Cities of Las Vegas, North Las Vegas and Henderson, Clark County and the Regional Transportation Commission (RTC) for engineering, right-of-way and construction of Fiscal Year 2006-2007 Traffic Capacity and Safety Improvement projects (\$5,250,000 - RTC) - All Wards
52. Approval of Interlocal Contract 539 between the Cities of Las Vegas, North Las Vegas and Henderson, Clark County and the Regional Transportation Commission (RTC) for engineering and construction of half street improvements adjacent to Regional Flood Control Detention Basin projects - Fiscal Year 2006-2007 (\$500,000 - RTC) - All Wards
53. Approval of Interlocal Contract 543 between the City of Las Vegas and the Regional Transportation Commission (RTC) for a corridor study of Las Vegas Boulevard, Owens Avenue to I-515 (\$100,000 - RTC) - Ward 5 (Weekly)
54. Approval of a Bill of Sale to the Las Vegas Valley Water District for transfer of ownership of water distribution facilities installed in conjunction with the Elkhorn Overpass (US-95) - Ward 6 (Ross)

RESOLUTIONS - CONSENT

55. R-74-2006 - Approval of a resolution indicating the City of Las Vegas support of the issuance by Clark County, Nevada of Economic Development Bonds for the benefit of Opportunity Village Foundation and Opportunity Village Association for Retarded Citizens - Ward 1 (Tarkanian)
56. R-75-2006 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Summerlin Special Improvement Districts and in certain other districts and providing other matters properly relating thereto - All Wards
57. R-76-2006 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and in certain other districts and providing other matters properly relating there to - All Wards
58. R-77-2006 - Approval of a resolution supporting the White Pine County Conservation, Recreation and Development Action of 2006 that establish an expanded and improved Southern Nevada Public Land Management Act (SNPLMA) affordable housing program and that streamline SNPLMA funding for local parks and trails projects - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

59. Report from the City Manager on Emerging Issues
60. Report and possible action related to the Las Vegas Strategic Plan Priorities concerning "Promote healthy lifestyles for all segments of the community" and "Provide a safe environment for our residents, businesses and visitors using a community oriented approach" - All Wards
61. Report and possible action on an update of the City of Las Vegas Arts Commission Fiscal Year 2006-2007 Municipal Arts Plan

CITY ATTORNEY - DISCUSSION

62. Hearing, discussion and possible action concerning petition for rehearing in the matter of the Department of Finance and Business Services on behalf of the City of Las Vegas, Nevada v. The Power Company, Inc. d/b/a Crazy Horse Too - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

63. Discussion and possible action regarding Temporary Approval of a Six-Month Review of a Supper Club License, Ajuua, Inc., dba Ajuua! Mexican Restaurant & Cantina, 2100 Fremont Street, Daniel R. Cardena, Dir, Pres, VP, Secy, Treas, 100% - Ward 3 (Reese)
64. ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Tavern License, Nevada Receivership, LLC, dba Crazy Horse Too, 2476 Industrial Road, Michael J. Signorelli, Managing Mmbr, 100% - Ward 3 (Reese)
65. ABEYANCE ITEM - Discussion and possible action regarding Approval of a new Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, Senip CVS, LLC, dba CVS Pharmacy #2955, 3290 South Fort Apache Road, Zenon P. Lankowsky, Pres and Thomas S. Moffatt, Secy (NOTE: Item to be heard in the afternoon session in conjunction with Item 125 - SUP-14684) - Ward 2 (Wolfson)
66. ABEYANCE ITEM - Discussion and possible action regarding Approval of a new Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, Senip CVS, LLC, dba CVS Pharmacy #2990, 6390 West Lake Mead Boulevard, Zenon P. Lankowsky, Pres and Thomas S. Moffatt, Secy (NOTE: Item to be heard in the afternoon session in conjunction with Item 126 - SUP-14687) - Ward 6 (Ross)
67. ABEYANCE ITEM - Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License, From: Fish Taco Pacifico, dba Rubio's Baja Grill, Victor R. Silva, Dir, Pres, Secy, Treas, 50% and Christopher C. Micheals, Dir, 50%, To: Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 1910 Village Center Circle, Suite 9, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 2 (Wolfson)
68. ABEYANCE ITEM - Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License, From: Fish Taco Pacifico, dba Rubio's Baja Grill, Victor R. Silva, Dir, Pres, Secy, Treas, 50% and Christopher C. Micheals, Dir, 50%, To: Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 7290 West Lake Mead Boulevard, Suite 3, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 1 (Tarkanian)
69. ABEYANCE ITEM - Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License, From: Fish Taco Pacifico, dba Rubio's Baja Grill, Victor R. Silva, Dir, Pres, Secy, Treas, 50% and Christopher C. Micheals, Dir, 50%, To: Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 9310 West Sahara Avenue, Suite 1, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 2 (Wolfson)
70. Discussion and possible action regarding Temporary Approval of a new Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, Wineaux, Inc., dba Vino 100, 7220 Azure Drive, Suite 120, Natalie E. Buster, Dir, Pres, Secy, 50% and Teresa J. Berry, Dir, Treas, 50% - Ward 6 (Ross)
71. Discussion and possible action regarding a Six-Month Review of a Beer/Wine/Cooler Off-sale License and a Restricted Gaming License for 7 slots, Toma Herfi Incorporated, dba Durango Market, 6955 North Durango Boulevard, Suites 1113 & 1114, Samir Toma, Dir, Pres, 50% and Louie G. Herfi, Dir, Secy, Treas, 50% - Ward 6 (Ross)
72. ABEYANCE ITEM - Discussion and possible action regarding Change of Location for a Package License and Restricted Gaming License for 7 Slots, Bock & Bock, dba Four Aces Emporium, From: 124 South 1st Street, To: 519 East St. Louis Avenue, Howard G. Bock, 50% jointly with spouse and Caryl E. Bock, 50% jointly with spouse (NOTE: Item to be heard in the afternoon session in conjunction with Item 128 - SUP-15442) - Ward 3 (Reese)
73. Discussion and possible action regarding Temporary Approval of a new Tavern-limited License subject to the provisions of the planning and fire codes and Health Dept. regulations, Metro Relic, LLC, dba Kismet, 105 South Las Vegas Boulevard, Marianne Kain-Morane, Managing Mmbr and Jane Pike, Mmbr - Ward 5 (Weekly)

74. Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, MP Partners-Summerlin, LLC, dba Makino's Sushi Seafood Buffet & Lounge, 1225 South Fort Apache Road, Suite 100, Masako Ishitsuka, Mgr, Mbr, Masashi Endo, Mgr, Mmbr, PAC Consulting, Inc, Managing Mmbr, 50%, Masashi Endo, Pres, Las Vegas Kitchen, LLC, Managing Mmbr, 50%, Masako Ishitsuka, Mgr, Mmbr - Ward 2 (Wolfson)
75. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes and Health Dept. regulations and approval by the Nevada Gaming Commission, From: L & I Properties, Inc., dba O'Aces Bar & Grill, Leonard B. Shapiro, Dir, Pres, Secy, Treas, 100%, To: Huntridge Shopping Center, LLC, dba O' Aces Bar & Grill, 3003 North Rainbow Boulevard, Paul L. Kellogg III, Mmbr, Mgr, 50% and Bert P. Woywod, Mmbr, Mgr, 50% - Ward 5 (Weekly)
76. Discussion and possible action regarding Temporary Approval of Change of Ownership, Location and Business Name for a Supper Club License subject to the provisions of the planning codes, From: Props Mongolian Grill, LLC, dba Props Mongolian Grill, LLC (Non-Operational), Nicholas S. Kalair, Mmbr, 100%, To: Pumi Sahara Chinese Restaurant, LLC, dba Pumi Oriental Restaurant, 9026 West Sahara Avenue, Jae Soon An, Managing Mmbr, 50% and Pyong Chal An, Managing Mmbr, 50% (NOTE: Item to be heard in the afternoon session in conjunction with Item 108 - SUP-14190) - Ward 2 (Wolfson)
77. Discussion and possible action regarding a new Temporary Psychic Art and Science License subject to the provisions of the planning and fire codes, Lolita Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Lolita Evans, 50% - Ward 3 (Reese)
78. Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, Nancy Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Nancy Evans, 50% - Ward 3 (Reese)

PUBLIC WORKS - DISCUSSION

79. Report on the status of the Regional Transportation Commission (RTC) Bus Rapid Transit

RESOLUTIONS - DISCUSSION

80. R-78-2006 - Discussion and possible action regarding a Resolution Repealing Resolution R-26-2003, Which Established a Judicial Selection Committee – All Wards
81. R-79-2006 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency and the Lebovitz Family Trust, LLC, (Owner) and the Partch-Lebovitz Family Trust, LLC, (Owner) located at 235 North Eastern Avenue (APN 139-35-714-010) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 3 (Reese) [NOTE: This item is related to RDA Items 4 (RA-9-2006) and 5]
82. R-80-2006 - Discussion and possible action on a Resolution expressing opposition to the state ballot initiative known as the "Property Owners' Bill of Rights" - All Wards
83. R-81-2006 - Discussion and possible action regarding a Resolution adopting the city of Las Vegas Green Building Program - All Wards
84. R-82-2006 - Discussion and possible action on a Resolution expressing opposition to State Ballot Question No. 7, a proposed amendment to the Nevada Revised Statutes to allow and regulate the sale, use, and possession of marijuana
85. R-83-2006 - Discussion and possible action on a Resolution setting forth the policy of the City regarding the use of eminent domain to take private property for transfer to another for private commercial enterprise

BOARDS & COMMISSIONS - DISCUSSION

86. ANIMAL ADVISORY COMMITTEE – Staci Columbo, Term Expiration 11-15-2006
87. BOARD OF CIVIL SERVICE TRUSTEES – E. Lavonne Lewis, Term Expiration 11-8-2006

88. ABEYANCE ITEM - PARK & RECREATION ADVISORY COMMISSION – Marjean Shea, Term Expiration 12-11-2008
(Resigned 8-8-2006)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

89. Bill No. 2006-55 – Annexation No. ANX-15018 – Property location: On the northwest corner of Craig Road and Tenaya Way; Petitioned by: Clayton Family Trust; Acreage: 1.39 acres; Zoned: R-E (County zoning), R-E (City equivalent).
Sponsored by: Councilman Larry Brown
90. Bill No. 2006-57 – Amends Ordinance No. 5834, relating to the annexation of property, to correct the legal description contained therein (General Location - the southwest corner of Charleston Boulevard and Lindell Road). Proposed by: M. Margo Wheeler, Director of Planning and Development
91. Bill No. 2006-58 – Updates and strengthens Municipal Code provisions so as to better discourage, detect and punish those who would drive under the influence of alcohol, controlled substances, chemicals, organic solvents, compounds or any combination of these. Sponsored by: Councilman Steve Wolfson

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

NEW BILLS - DISCUSSION

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED.

92. Bill No. 2006-59 – Establishes certain minimum community service requirements as part of the punishment for contributory delinquency or contributory neglect related to graffiti or property damage. Sponsored by: Mayor Oscar B. Goodman

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

93. Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

HEARINGS - DISCUSSION

94. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 2745 Barrington Circle. PROPERTY OWNER: COUNTRYWIDE HOME LOANS INC – Ward 2 (Wolfson)
95. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 8248 Gunther Circle. PROPERTY OWNER: WILLIAM H. CHEEK, JR. – Ward 2 (Wolfson)
96. Hearing to consider the appeal regarding the Nuisance Notice and Order to Comply located at 4108 Roxanne Drive. PROPERTY OWNER: CHARLES HOWARD ADAMS - Ward 6 (Ross)
97. Hearing to review the conditions set by City Council regarding the Appeal to the Notice and Declaration of Chronic Nuisance located at 1616 S. Las Vegas Boulevard. PROPERTY OWNERS: COOK LIVING TRUST - C/O BROOKS ROBYNE J TRUST - C/O N COOK - Ward 3 (Reese)

PLANNING & DEVELOPMENT

THE ITEMS LISTED BELOW, WHERE APPROPRIATE, HAVE BEEN REVIEWED BY THE VARIOUS CITY DEPARTMENTS RELATIVE TO REQUIREMENTS FOR STORM DRAINAGE AND FLOOD CONTROL, CONNECTION TO SANITARY SEWER, TRAFFIC CIRCULATION, AND BUILDING AND FIRE REGULATIONS. THEIR COMMENTS AND/OR RECOMMENDATIONS AND REQUIREMENTS HAVE BEEN INCORPORATED INTO THE ACTION.

PLANNING & DEVELOPMENT - CONSENT

PM SESSION - ALL ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED "FOR APPROVAL". ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

98. EOT-15236 - ABEYANCE ITEM - APPLICANT/OWNER: CASH AMERICA, INC. OF NEVADA - Request for an Extension of Time of an approved Special Use Permit (SUP-4506) THAT ALLOWED A PAWN SHOP at 6890 North Durango Drive (APN 125-20-114-004), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
99. EOT-15238 - ABEYANCE ITEM - APPLICANT/OWNER: CASH AMERICA, INC. OF NEVADA - Request for an Extension of Time of an approved Special Use Permit (SUP-4507) THAT ALLOWED A FINANCIAL INSTITUTION, SPECIFIED adjacent to the northwest corner of Durango Drive and Dorrell Lane approximately 600 feet north of Dorrell Lane (APN 125-20-114-004), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
100. EOT-15239 - ABEYANCE ITEM - APPLICANT/OWNER: CASH AMERICA, INC. OF NEVADA - Request for an Extension of Time of an approved Special Use Permit (SUP-4509) THAT ALLOWED SECOND HAND SALES adjacent to the northwest corner of Durango Drive and Dorrell Lane approximately 600 feet north of Dorrell Lane (APN 125-20-114-004), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL
101. EOT-16411 - APPLICANT/OWNER: CHARLES H. SHIELDS - Request for an Extension of Time of an approved Rezoning (ZON-4635) FROM: R-E (RESIDENCE ESTATES) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), Ward 6 (Ross). Staff recommends APPROVAL
102. EOT-16402 - APPLICANT/OWNER: CHARLES H. SHIELDS - Request for an Extension of Time of an approved Site Development Plan Review (SDR-4638) THAT ALLOWED AN OFFICE AND PARKING LOT on 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), R-E (Residence Estates) Zone under Resolution of Intent to P-R (Professional Office and Parking) Zone, Ward 6 (Ross). Staff recommends APPROVAL
103. EOT-16475 - APPLICANT: SAM HAMIKI - OWNER: DI PROPERTIES, INC. - Request for an Extension of Time of an approved Rezoning (ZON-3371) FROM: C-V (CIVIC) TO: C-1 (LIMITED COMMERCIAL) on 4.76 acres adjacent to the northwest corner of Bonanza Road and Mojave Road (APN 139-25-405-009), Ward 3 (Reese). Staff recommends APPROVAL
104. EOT-16574 - APPLICANT: TANEY ENGINEERING, INC. - OWNER: WILLIAM LYON HOMES, INC. - Request for an Extension of Time of an approved Variance (VAR-6930) THAT ALLOWED ZERO OPEN SPACE WHERE 32,369 SQUARE FEET IS REQUIRED FOR A PROPOSED SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 14.29 acres adjacent to the southwest corner of Jones Boulevard and Tropical Parkway (APNs 125-26-704-001, 002, 003, 125-26-707-002, and 125-26-707-005), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] and R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL
105. EOT-16586 - APPLICANT: THE APARTMENT COMPANY - OWNER: RANCHO DEL SOL LLC - Request for an Extension of Time of an approved Variance (VAR-6681) THAT ALLOWED A REDUCTION OF MINIMUM LOT SIZE, SETBACKS AND DWELLING UNITS PER LOT on 3.42 acres at 1536 North 22nd Street and 1537 North 23rd Street (APNs 139-26-503-006 and 007), R-3 (Medium Density Residential) Zone, Ward 3 (Reese). Staff recommends APPROVAL

- 106.EOT-16588 - APPLICANT: THE APARTMENT COMPANY - OWNER: RANCHO DEL SOL LLC - Request for an Extension of Time of an approved Waiver (WVR-6682) OF TITLE 18.12.105 THAT ALLOWED A 14 FOOT PRIVATE DRIVE WIDTH WHERE 24 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A PRIVATE DRIVE LENGTH OF 665 FEET WHERE 200 IS THE MAXIMUM ALLOWED; AND A WAIVER OF TITLE 18.12.130 TO ALLOW A PRIVATE DRIVE, WHICH TERMINATES AT A LENGTH OF OVER 150 FEET TO NOT END WITH A CIRCULAR TURN AROUND OR EMERGENCY CRASH GATE on 3.42 acres at 1536 North 22nd Street and 1537 North 23rd Street (APNs 139-26-503-006 and 007), R-3 (Medium Density Residential) Zone, Ward 3 (Reese). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

- 107.MSP-15823 - PUBLIC HEARING - APPLICANT: WORLD MARKET CENTER - OWNER: WMCV PHASE 2, LLC, ET AL - Request for a Major Amendment to an approved Master Sign Plan (MSP-6344) FOR AN APPROVED BUSINESS PARK at 475 and 495 South Grand Central Parkway (APNs 139-33-610-011, 013 and 014), PD (Planned Development) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 108.SUP-14190 - PUBLIC HEARING - APPLICANT: PYONG CHAL AN - OWNER: CANYON LAKES GLASER, LLC - Request for a Special Use Permit FOR THE CONVERSION OF AN EXISTING RESTAURANT TO A SUPPER CLUB at 9026 West Sahara Avenue (APN 163-05-410-004), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). NOTE: To be heard in conjunction with Morning Session Item 76. The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 109.SUP-14973 - PUBLIC HEARING - APPLICANT: PYONG CHAL AN - OWNER: CANYON LAKES GLASER, LLC - Request for a Special Use Permit FOR A GENERAL BUSINESS-RELATED GAMING ESTABLISHMENT at 9026 West Sahara Avenue (APN 163-05-410-004), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 110.SUP-15788 - PUBLIC HEARING - APPLICANT: BENJAMA TAECHANARONG - OWNER: B.E. UNO, LLC - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER ON-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING RESTAURANT at 556 North Eastern Avenue, Suite H (APN 139-36-111-000), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 111.SUP-15840 - PUBLIC HEARING - APPLICANT: NOEL HERNANDEZ - OWNER: PAN PACIFIC RETAIL PROPERTIES, INC., ET AL - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER ON-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING RESTAURANT at 342 South Decatur Boulevard (APN 138-36-601-003), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 112.SDR-15762 - PUBLIC HEARING - APPLICANT: KGA ARCHITECTURE - OWNER: FIRST GOOD SHEPHERD EVANGELICAL LUTHERAN CHURCH OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 12,480 SQUARE-FOOT PRIVATE SCHOOL AND A WAIVER OF THE PERIMETER LANDSCAPE BUFFER WIDTH REQUIREMENTS on 0.85 acres at 312, 318, 324, and 330 South 13th Street (APNs 139-35-410-001 through 004), R-4 (High Density Residential) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 113.VAC-15514 - PUBLIC HEARING - APPLICANT: ROMANO REALTY - OWNER: RANCHO DRIVE-TULE SPRINGS ROAD LIMITED PARTNERSHIP - Petition to Vacate a 40-foot public right-of-way between Sky Pointe Drive and Elkhorn Road, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 114.VAC-15661 - PUBLIC HEARING - APPLICANT/OWNER: NERCES SARKIS HIMIDIAN LIVING TRUST - Petition to Vacate all portions of a radius corner generally located west of Hillside Place, south of Charleston Boulevard, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 115.GPA-14118 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request to amend a portion of the Centennial Hills Sector Plan of the Master Plan FROM: SC (SERVICE COMMERCIAL) AND M (MEDIUM DENSITY RESIDENTIAL) TO: PCD (PLANNED COMMUNITY DEVELOPMENT) on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010), Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote on a motion for approval) failed to obtain a super majority which is tantamount to DENIAL

- 116.ZON-14120 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL) AND R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) TO: PD (PLANNED DEVELOPMENT) on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010) [PROPOSED: PCD (Planned Community Development) Master Plan Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL
- 117.VAR-14122 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request for a Variance TO ALLOW PHASE ONE OF A TWO PHASE PROJECT TO PROVIDE 3,300 PARKING SPACES WHERE 3,585 ARE REQUIRED AND TO ALLOW THE COMPLETED PROJECT TO PROVIDE 3,894 SPACES WHERE 4,173 ARE REQUIRED FOR A PROPOSED MIXED-USE DEVELOPMENT on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone and R-PD15 (Residential Planned Development - 15 Units Per Acre) Zone [PROPOSED: PD (Planned Development) Zone], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL
- 118.SDR-14114 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request for a Site Development Plan Review FOR A PROPOSED MIXED-USE DEVELOPMENT, INCLUDING TWO EIGHT-STORY OFFICE BUILDINGS AND CONSISTING OF 186 RESIDENTIAL UNITS, 908,230 SQUARE FEET OF COMMERCIAL FLOOR AREA, AND TWO PARKING STRUCTURES on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone and R-PD15 (Residential Planned Development - 15 Units Per Acre) Zone [PROPOSED: PD (Planned Development) Zone], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL
- 119.ZON-15031 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: 3100 MEADE, LLC - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: C-M (COMMERCIAL/INDUSTRIAL) on 0.80 acres approximately 300 feet north of Meade Avenue, 980 feet west of Rancho Drive (APN 162-08-201-005), Ward 1 (Tarkanian). The Planning Commission (4-2 vote) and staff recommend APPROVAL
- 120.SDR-15030 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: 3100 MEADE, LLC - Request for a Site Development Plan Review FOR THE CONVERSION OF TWO EXISTING STORAGE BUILDINGS TO A LIGHT MANUFACTURING FACILITY on 0.80 acres approximately 300 feet north of Meade Avenue and 980 feet west of Rancho Drive (APN 162-08-201-005), R-1 (Single Family Residential) Zone [PROPOSED: C-M (Commercial/Industrial) Zone], Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
- 121.VAR-14313 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Variance TO ALLOW A PROPOSED 21,551 SQUARE-FOOT TWO-STORY OFFICE BUILDING TO HAVE A SETBACK OF 53 FEET WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 105 FEET on 0.85 acres at 1506 South Jones Boulevard (APN 163-01-201-006), O (Office) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 122.SDR-14311 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Site Development Plan Review FOR A PROPOSED 21,551 SQUARE-FOOT TWO-STORY OFFICE BUILDING AND A WAIVER OF PERIMETER LANDSCAPE REQUIREMENTS on 0.85 acres at 1506 South Jones Boulevard (APN 163-01-201-006), O (Office) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 123.SUP-13271 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: C.R.E.M. CORPORATION INC. - OWNER: TOFFY ENTERPRISES LLC. - Request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE on 1.22 acres at 8251 West Charleston Boulevard (APN 163-04-117-003), C-1 (Limited Commercial) Ward 1 (Tarkanian). NOTE: As of August 6, 2006 this item is located in Ward 2 (Wolfson). Planning Commission (6-0 vote) and staff recommend APPROVAL
- 124.SUP-13362 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: EMPIRE MEDIA - OWNER: HIGHLAND PARTNERSHIP LP - Appeal filed by the applicant on a denial by the Planning Commission of a request for a Special Use Permit FOR A 75 FOOT TALL, 20 FOOT X 24 FOOT OFF-PREMISE ADVERTISING SIGN (BILLBOARD) at 1112 South Martin L. King Boulevard (APN 162-04-501-005), C-1 (Limited Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL

- 125.SUP-14684 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DESERT INN CVS, L.L.C. DBA CVS PHARMACY 2955 - OWNER: SCP 2002E-40, L.L.C. - Request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE at 3290 South Fort Apache Road (APN 163-08-421-004), C-1 (Limited Commercial), Ward 2 (Wolfson). NOTE: To be heard in conjunction with Morning Session Item 65. The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 126.SUP-14687 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: SENIP CVS, L.L.C. DBA CVS PHARMACY 2990 - OWNER: CVS 2990 LAS VEGAS, L.L.C. - Request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE on 1.55 acres at 6391 West Lake Mead Boulevard (APN 138-23-720-005), C-1 (Limited Commercial), Ward 6 (Ross). NOTE: As of August 6, 2006 this item is located in Ward 5 (Weekly). NOTE: To be heard in conjunction with Morning Session Item 66. The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 127.SUP-15413 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: ILAN CERVIN - OWNER: MARK ORCHARD - Request for a Special Use Permit FOR MOTOR VEHICLE SALES (USED) on 0.37 acres at 1515 Industrial Road (APN 162-04-608-005), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 128.SUP-15442 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: BF TRUST - Request for a Special Use Permit FOR A PROPOSED PACKAGE LIQUOR OFF-SALE ESTABLISHMENT at 519 St. Louis Avenue (APN 162-03-311-017), C-1 (Limited Commercial) Zone, Ward 3 (Reese). NOTE: To be heard in conjunction with Morning Session Item 72. Staff recommends DENIAL. The Planning Commission (4-1-2 vote) recommends APPROVAL
- 129.RQR-15420 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RAMZI SULIMAN - OWNER: 3140 VALLEY VIEW, LLC - Required Six Month Review of an approved Special Use Permit (SUP-7359) THAT ALLOWED A LIQUOR ESTABLISHMENT (BEER/WINE/COOLER, OFF-SALE) for an existing market at 3140 South Valley View Boulevard, Suites #3, #4 and #5 (APN 162-08-410-010), Ward 1 (Tarkanian). Staff recommends APPROVAL
- 130.RQR-13791 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: McELHOSE TRUST - Required Two Year Review of an approved Special Use Permit (U-0006-90) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1535 North Eastern Avenue (APN 139-26-505-004), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). NOTE: As of August 6, 2006 this item is located in Ward 3 (Reese). The Planning Commission (3-2 vote) and staff recommend APPROVAL
- 131.RQR-13989 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: CITY PARKWAY IV A, INC. - Required Two-Year Review of an approved Special Use Permit (U-0238-91) WHICH ALLOWED A 50-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the south side of Oran K. Gragson Highway (U.S. 95) between "F" Street and Main Street (APN 139-27-401-031), M (Industrial) Zone, Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 132.RQR-15054 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: ECT HOLDINGS, LLC - Required Five Year Review of an approved Variance (V-0068-90) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN 290 FEET FROM AN EXISTING BILLBOARD WHERE 300 FEET IS THE MINIMUM SEPARATION DISTANCE REQUIRED at 1200 East Charleston Boulevard (APN 162-02-110-014), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 133.ZON-14344 - PUBLIC HEARING - APPLICANT/OWNER: WALKFED, LLC. - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 1.51 acres at 837 Clarkway Drive (APN 139-28-301-002), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 134.VAR-15323 - PUBLIC HEARING - APPLICANT/OWNER: WALKFED, LLC. - Request for a Variance TO ALLOW A RESIDENTIAL ADJACENCY SETBACK OF 35 FEET WHERE A 63-FOOT SETBACK IS THE MINIMUM REQUIRED IN THE SIDE YARD on 1.51 acres at 837 Clarkway Drive (APN 139-28-301-002), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 5 (Weekly). The Plannig Commission (7-0 vote) and staff recommend DENIAL
- 135.SDR-14353 - PUBLIC HEARING - APPLICANT/OWNER: WALKFED, LLC. - Request for a Site Development Plan Review FOR A PROPOSED 16-UNIT TOWNHOUSE COMPLEX AND WAIVER OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 1.51 acres at 837 Clarkway Drive (APN 139-28-301-002), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL

- 136.ZON-15410 - PUBLIC HEARING - APPLICANT/OWNER: WHITE HILLS PARADISE, LLC - Request for a Rezoning FROM: R-4 (HIGH DENSITY RESIDENTIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.22 acres at 1909 Weldon Place (APN 162-03-312-007), Ward 3 (Reese). The Planning Commission (5-1-1 vote) recommends DENIAL. Staff recommends APPROVAL
- 137.VAR-14139 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS ALBERTO CODARINI - Request for a Variance TO ALLOW A FIVE-FOOT SIDE YARD SETBACK WHERE A SETBACK OF 10 FEET IS THE MINIMUM SETBACK REQUIRED AND A FIVE-FOOT REAR YARD SETBACK WHERE 20 FEET IS THE MINIMUM SETBACK REQUIRED on 0.17 acres at 2400 Hinkle Drive (APN 139-26-508-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 138.SDR-14137 - PUBLIC HEARING - APPLICANT/OWNER: CARLOS ALBERTO CODARINI - Request for a Site Development Plan Review FOR A PROPOSED 1,880 SQUARE-FOOT OFFICE BUILDING AND A WAIVER OF PERIMETER LANDSCAPE BUFFER WIDTH REQUIREMENTS on 0.17 acres at 2400 Hinkle Drive (APN 139-26-508-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 139.VAR-15455 - PUBLIC HEARING - APPLICANT/OWNER: MICAELA MARTINEZ - Request for a Variance TO ALLOW AN EXISTING NON-HABITABLE ACCESSORY STRUCTURE WITH A STREETSIDE SETBACK OF 3 FEET WHERE 9 FEET 2 INCHES ARE REQUIRED on 0.17 acres at 2222 Mesquite Avenue (APN 139-35-512-036), R-1 (Single Family Residential) Zone, Ward 3 (Reese). The Planning Commission (5-2 vote) and staff recommend DENIAL
- 140.VAR-15657 - PUBLIC HEARING - APPLICANT/OWNER: IAN ROBINS - Request for a Variance TO ALLOW A REAR YARD SETBACK OF SEVEN FEET WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED FOR A PROPOSED ROOM ADDITION at 831 Park Paseo (APN 162-03-511-016), R-1 (Single Family Residential) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 141.SUP-15347 - PUBLIC HEARING - APPLICANT: SUN LOAN COMPANY - OWNER: PLAZA LOS ARCOS, LLC - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED AND A WAIVER OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT FROM OTHER FINANCIAL INSTITUTIONS, SPECIFIED at 7591 Washington Avenue, Suites 140 and 150 (APN 138-27-301-015), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). NOTE: The correct applicant is Jim Marchesi/Check City and the correct owner is Buffalo Washington III. Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- 142.SDR-15747 - PUBLIC HEARING - APPLICANT/OWNER: TWIN LAKES BAPTIST CHURCH - Request for a Site Development Plan Review FOR A PROPOSED 31,126 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 8.55 acres at the northwest corner of Rainbow Boulevard and Westcliff Drive (a portion of APN 138-27-802-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 143.SDR-15766 - PUBLIC HEARING - APPLICANT/OWNER: COUNTY OF CLARK - Request for a Site Development Plan Review FOR A PROPOSED PUBLIC PARK on approximately 13.3 acres at the southeast corner of Carey Avenue and Comstock Drive (a portion of APN 139-21-102-013), R-E (Residence Estates) Zone and R-MHP (Residential Mobile/Manufactured Home Park) Zone under Resolution of Intent to C-V (Civic) Zone and C-V (Civic) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

SET DATE

- 144.SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS, CENTENTIAL HILLS ARCHITECTURAL REVIEW COMMITTEE AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

CITIZENS PARTICIPATION

145. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

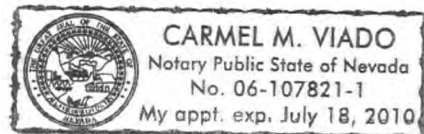
THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Bulletin Board, City Hall Plaza, (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark

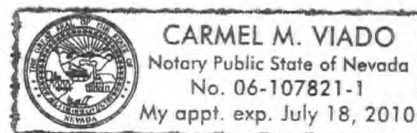
Carmel M. Vado
NOTARY PUBLIC in and for said County and State



STATE OF NEVADA)) ss
COUNTY OF CLARK)

Paula Clark
SIGNATURE

Carmel M. Vitaro
NOTARY PUBLIC in and for said County and State



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

SUBJECT:
CALL TO ORDER

Minutes:

MAYOR GOODMAN called the meeting to order at 9:06 a.m.

PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE, BROWN (excused from the afternoon session until 2:26 p.m.), WEEKLY, WOLFSON, TARKANIAN and ROSS (excused from the morning session until 10:39 a.m.)

Also Present: CITY MANAGER DOUG SELBY, DEPUTY CITY MANAGER ELIZABETH FRETWELL, DEPUTY CITY MANAGER ORLANDO SANCHEZ, CITY ATTORNEY BRAD JERBIC, DEPUTY CITY ATTORNEY BRYAN SCOTT, DEPUTY CITY ATTORNEY JAMES B. LEWIS (P.M. Session) and CITY CLERK BARBARA JO RONEMUS



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

Minutes:

ANNOUNCEMENT MADE - Meeting noticed and posted at the following locations: City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge Bulletin Board, City Hall Plaza (next door to Metro Records), Las Vegas Library, 833 Las Vegas Boulevard North, Clark County Government Center, 500 S. Grand Central Parkway, Grant Sawyer Building, 555 E. Washington Avenue



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

SUBJECT:

INVOCATION – CHAPLIN STEVE SANSON, GREATER LAS VEGAS MARINE CORPS LEAGUE AND VETERAN FOREIGN WARS

Minutes:

CHAPLIN STEVE SANSON, Greater Las Vegas Marine Corps League and Veteran Foreign Wars, gave the invocation.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

SUBJECT:
PLEDGE OF ALLEGIANCE

Minutes:
MAYOR GOODMAN led the audience in the pledge.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 4, 2006

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE CITIZEN OF THE MONTH

Minutes:

No motion required. A presentation was made.

COUNCILMAN WOLFSON called forward and recognized MARIA SINGLETON as the Citizen of the Month for October 2006 for her many hours of volunteering, preaching and keeping up on current affairs. MS. SINGLETON, who was born in Naples, Italy and went to live in Rhode Island at the age of six, has been the prayer coordinator for the National Day of Prayer for the last twelve years. She has been involved in many other ministry venues and will soon be teaching bible study at Child Haven and the prison. In appreciation for all that she has done for the people of this community, COUNCILMAN WOLFSON presented MS. SINGLETON with a bouquet of flowers and a Citizen of the Month plaque and mentioned that CHERYL RUSSO, who is an employee in the Mayor's office, is MS. SINGLETON'S daughter.

MS. SINGLETON expressed her appreciation to the City Council and gave praise, honor and glory to Jesus Christ for allowing her to be the National Coordinator of the National Day of Prayer for the State of Nevada. The City has always supported her efforts, and DAVID RIGGLEMAN, Director of Communications, has always been very gracious about her efforts toward National Day of Prayer. She also thanked Leisure Services staff, which she calls the "God Squad," for all their assistance. Lastly, MS. SINGLETON read a poem titled "Freedoms of Soldiers."

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF DOMESTIC VIOLENCE AWARENESS MONTH

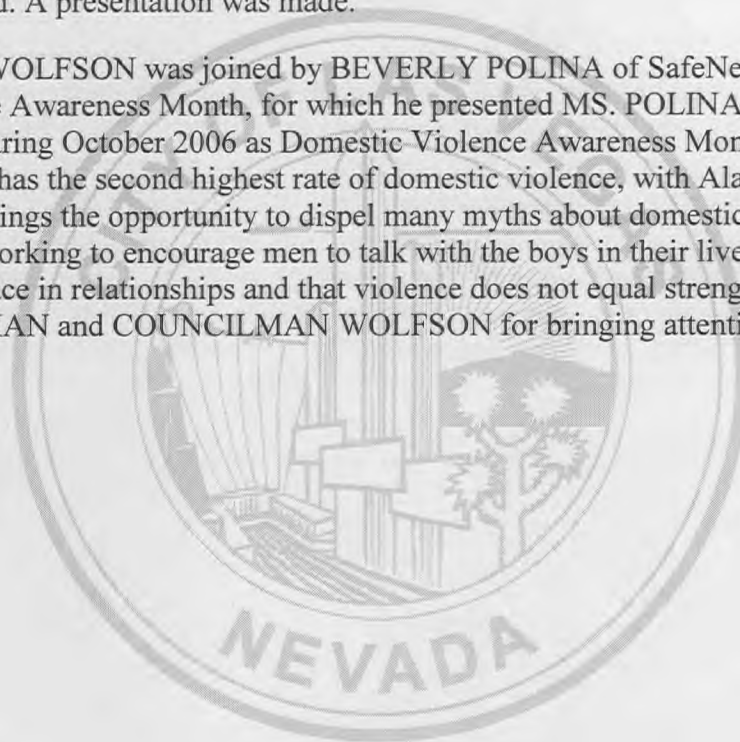
BACKUP DOCUMENTATION:

Submitted at meeting – Proclamation from the Domestic Violence Awareness Month

Minutes:

No motion required. A presentation was made.

COUNCILMAN WOLFSON was joined by BEVERLY POLINA of SafeNest to recognize Domestic Violence Awareness Month, for which he presented MS. POLINA with a Proclamation declaring October 2006 as Domestic Violence Awareness Month. MS. POLINA noted that Nevada has the second highest rate of domestic violence, with Alaska being number one. This month brings the opportunity to dispel many myths about domestic violence, and SafeNest will be working to encourage men to talk with the boys in their lives about why violence has no place in relationships and that violence does not equal strength. She thanked MAYOR GOODMAN and COUNCILMAN WOLFSON for bringing attention to this issue.



City of Las Vegas Proclamation

Whereas; violence against women and children continues to become more prevalent as a social problem due to the imbalance of power due to gender and age; and

Whereas; the problems of domestic violence are not confined to any group, or groups, of people but cross all economic, racial, affectional preference, and societal barriers; and

Whereas; the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse; and

Whereas; it is battered women themselves that have been at the forefront of efforts to bring peace and equality to the home; now

Therefore; WE, THE MAYOR AND CITY COUNCIL, OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM OCTOBER, 2006, TO BE:

Domestic Violence Awareness Month

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS
TO ACKNOWLEDGE THE IMPORTANCE OF THIS DESIGNATION.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE EMPLOYEE OF THE MONTH

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN called forward CITY CLERK BARBARA JO "RONI" RONEMUS to assist him in recognizing STACEY CAMPBELL, Administrative Secretary for the City Clerk's Office, as Employee of the Month for October 2006. MAYOR GOODMAN announced that MS. CAMPBELL was selected Employee of the Month for her significant contributions to increase morale and productivity in the City Clerk's Office, while showing exceptional job performance. Her reorganization of the Administrative Secretary's Desk has allowed the office to provide excellent customer service to both in-house customers and citizens. MS. CAMPBELL also took on the arduous job of organizing the volunteers and many behind-the-scene activities for the U.S. Conference of Mayors in June, as well assisted with the numerous details of the Region 8 Municipal Clerk's Conference in August.

CITY CLERK RONEMUS stated that MS. CAMPBELL brought a strong work ethic and a wonderful sense of humor when she first came to work in the City Clerk's Office. When she was promoted to Administrative Secretary, her organization skills excelled, as demonstrated by the work she did for the Conference of Mayors and the Region 8 Conference. She is a wonderful employee that interfaces well with City Clerk staff and other departments, and she is very deserving of this recognition.

MS. CAMPBELL expressed her appreciation to PAULA CLARK, Senior Office Specialist with the City Clerk's Office, for nominating her. She then thanked her supervisors for giving her the tools and empowering her to do her job, as well as her friends, who were in the audience, and her mother and son, who joined her at the podium. She noted she is very fortunate to have such wonderful people in her life, including her fellow employees.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

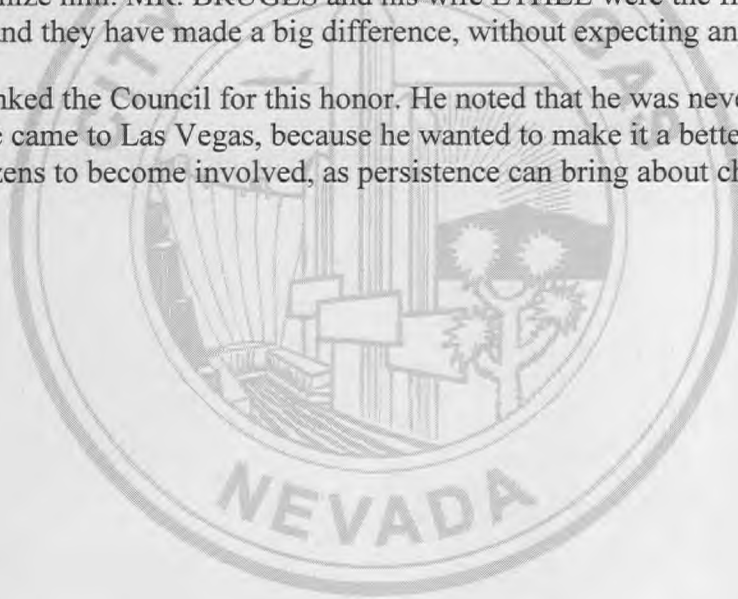
RECOGNITION OF THE SENIOR OF THE QUARTER

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN called forward HARRY FUREY, Senior Citizens Advisory Board member, who announced that TONY BRUGES was selected Senior of the Quarter for his many achievements, including improvement of traffic conditions. He is a member of several committees, including the Community Development Recommending Board. COUNCILMAN BROWN added that MR. BRUGES has humbly made many contributions to Ward 4, for which it is fitting to recognize him. MR. BRUGES and his wife ETHEL were the first citizens of the month in Ward 4, and they have made a big difference, without expecting any recognition.

MR. BRUGES thanked the Council for this honor. He noted that he was never involved in the community until he came to Las Vegas, because he wanted to make it a better place to live. He encouraged all citizens to become involved, as persistence can bring about change.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: OFFICE OF COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF NATIONAL COMMUNITY PLANNING MONTH

BACKUP DOCUMENTATION:

Submitted at meeting – Proclamation for Community Planning Month

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN called forward MARGO WHEELER, Director, and TOM PERRIGO, Deputy Director, Planning and Development, and GLENN TROWBRIDGE, Chairman of the Planning Commission, who was joined by Planning Commissioners DAVID STEINMAN, STEVEN EVANS and RIC TRUESDELL, to recognize National Community Planning Month, with this year's theme being "Making Great Communities Through Planning."

MAYOR GOODMAN announced that the Planning and Development Department is paramount in meeting the City's priority of providing sustainable development and growth in Las Vegas. The efforts of the Planning Commission and the Planning and Development Department enable the City to meet its goals to make Las Vegas a community where the residents can live, work and play in their neighborhoods. He presented CHAIRMAN TROWBRIDGE with a Proclamation declaring October as Community Planning Month in the City of Las Vegas, adding that the members of the Planning Commission are not compensated enough for the countless hours they put in; therefore, it is appropriate for the City to show its appreciation.

MEMBER STEINMAN gave thanks to the Council for allowing the members to serve and to the City Clerk's Office for providing excellent support for recordkeeping of long and laborious meetings. He also thanked the City Attorney's Office, Public Works and Planning and Development for all their assistance.

ADDITIONAL RECOGNITION:

COUNCILMAN WEEKLY introduced and welcomed his new intern KATRINA CONSEPSION.

From the office of the Mayor **Proclamation**

Whereas; change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, and rural areas. Community planning helps manage this change in a way that provides better choices for how people work and live; and

Whereas; community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community and requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

Whereas; the month of October is designated as National Community Planning Month throughout the United States of America and its territories. The American Planning Association, the American Institute of Certified Planners, endorse it as an opportunity to highlight the contributions sound planning and implementation make to the quality of our city; and

Whereas; the celebration of National Community Planning Month provides an opportunity to publicly recognize the participation and dedication of the members of the City of Las Vegas Planning Commission, the Planning Development Department of the City of Las Vegas, and other citizen planners who have contributed their time and expertise to the improvement of the our great city; now

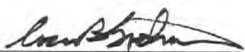
Therefore; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM OCTOBER, 2006, TO BE:

Community Planning Month

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE THE MANY VALUABLE CONTRIBUTIONS MADE BY THE PROFESSIONAL COMMUNITY AND THE PLANNING AND DEVELOPMENT DEPARTMENT OF THE CITY OF LAS VEGAS.



In Witness Whereof:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 1ST DAY OF OCTOBER, 2006.


HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ Consent ☒ Discussion

SUBJECT:

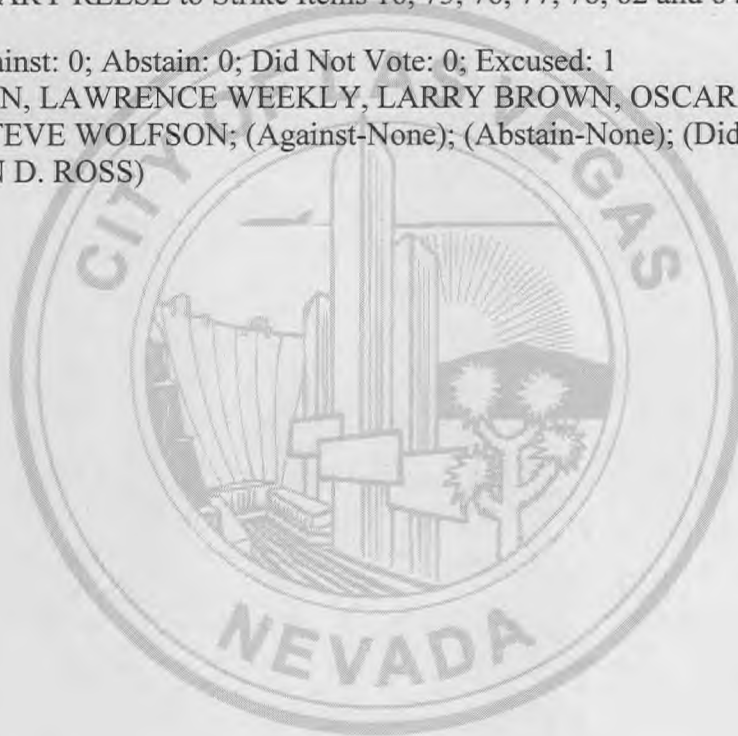
BUSINESS ITEMS:

Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

Motion made by GARY REESE to Strike Items 16, 73, 76, 77, 78, 82 and 84

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ Consent ☒ Discussion

SUBJECT:

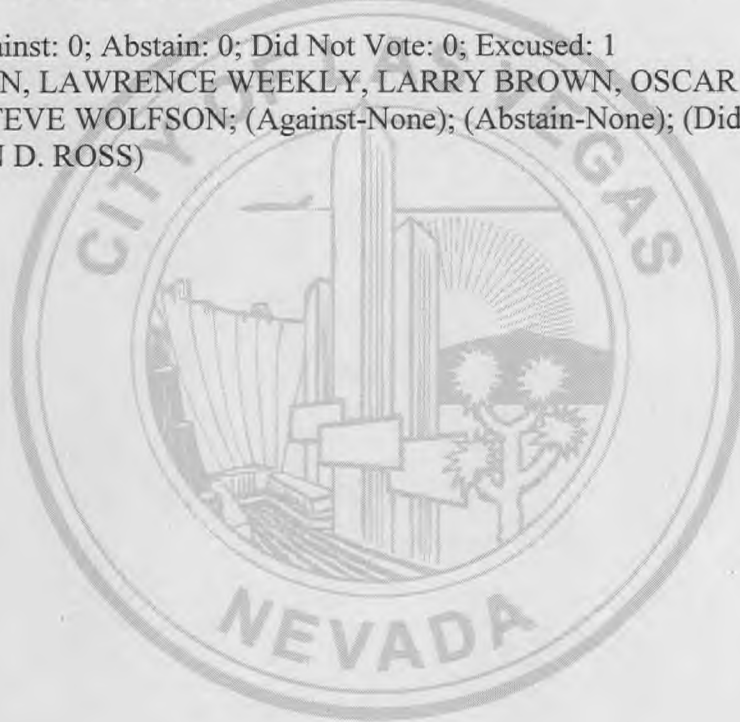
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council meeting of September 6, 2006

Motion made by GARY REESE to Approve by Reference

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: ADMINISTRATIVE SERVICES**DIRECTOR: CHRIS KNIGHT**☒ **Consent** ☐ **Discussion****SUBJECT:**

Approval of an interlocal agreement with Clark County for receipt of homeland security funds from the FY06 U.S. Department of Homeland Security's State Homeland Security Program (SHSP) in the amount of \$215,338 - All Wards

Fiscal Impact**No Impact****Augmentation Required****Budget Funds Available****Dept./Division:****Amount:****Funding Source:****PURPOSE/BACKGROUND:**

This interlocal agreement facilitates the transfer of \$215,338.00 originating from the FY06 U.S. Department of Homeland Security's State Homeland Security Program (SHSP) to support citizen disaster preparedness activities including the city's Community Emergency Response Team (CERT) program and to support the development of a citizens disaster preparedness public information campaign. The city of Las Vegas has been designated by the State of Nevada to administer these programs statewide.

RECOMMENDATION:

The Office of Administrative Services recommends approval

BACKUP DOCUMENTATION:

Interlocal Agreement Contract (SHSP)

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

Minutes:

LARRY HAUGSNESS, Director of Field Operations, noted that Item 18 should reflect correct Ward 3.

**INTERLOCAL CONTRACT
BETWEEN CLARK COUNTY AND
THE CITY OF LAS VEGAS**

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with Nevada Division of Emergency Management for participation in the DHS/06-State Homeland Security Grant Program (SHSP), CFDA #97.067 Program; and

WHEREAS, the City of Las Vegas (the "Subrecipient"), a unit of local government located at 400 Stewart Ave, Las Vegas, NV 89101 wishes to conduct programming relative to the Expansion and Maintenance of the Citizen Corp Program, Advanced IED & WMD Defeat Program for Nevada's Bomb Squads, and the Creation of a Statewide Citizen Preparedness Campaign (the "Project"); and

WHEREAS, the County has agreed to provide DHS/06-State Homeland Security Grant Program(SHSP) funds (the "Funds") to the Subrecipient, such funding to be administered by Clark County Emergency Management & Homeland Security (EMHS), a division of the Administrative Services Department of Clark County (County and Subrecipient referenced collectively as "the parties"), for its DHS/06-State Homeland Security Program(SHSP) as defined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient intends to use the funds to conduct programming relative to the Expansion and Maintenance of the Citizen Corp Program, Advanced IED & WMD Defeat Program for Nevada's Bomb Squads, and the Creation of a Statewide Citizen Preparedness Campaign; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:

1. EMHS shall provide a maximum of TWO HUNDRED FIFTEEN THOUSAND, THREE HUNDRED THIRTY EIGHT DOLLARS (\$215,338.00) from Fiscal Year 2006 funds for the DHS/06-State Homeland Security Grant Program (SHSP).
2. Subrecipient agrees to use the funds to conduct programming relative to the Expansion and Maintenance of the Citizen Corp Program, Advanced IED & WMD Defeat Program for Nevada's Bomb Squads, and the Creation of a Statewide Citizen Preparedness Campaign program as set forth in Exhibit "A".
3. Subrecipient will provide EMHS with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by EMHS that may be required in the administration of the grant funds.

4. **Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of the grant funds as a Subrecipient of such funds for the project identified in this Contract. See Exhibit "B" for State and Federal Assurances required under this Contract.**
5. **It is specifically understood and agreed by Subrecipient that EMHS shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from the County or are otherwise not forthcoming, and in such event, County may terminate this Contract.**
6. **This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:**
 - a. **This Contract shall be completed by June 30, 2008. An extension after the June 30, 2008 deadline must be requested in writing, to the Manager of EMHS.**
 - b. **May be terminated by any party, for any reason with written notice of at least 60 days.**
7. **This Contract and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This contract may be amended solely by means of written amendment signed by both parties.**
8. **In the event the County desires to increase the amounts set forth in Section 1 and Exhibit A, subject to Subrecipient's consent to provide matching funds if necessary, the County, at its sole discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amounts occur, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Section 1 and in Exhibit A.**
9. **Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient's most recent single audit report (OMB Circular A-133) or a letter stating that subrecipient expended less than \$300,000 of Federal funds during the reporting period must be submitted to Clark County. Letters should be addressed to: Shalene Ferreira, Administrative Specialist, Clark County Emergency Management & Homeland Security.**

ENTERED INTO this _____ day of _____, 2006.

ATTEST:

CLARK COUNTY

By: _____
Shirley Parraguirre, County Clerk

By: _____
Rory Reid, Chair
Board of County Commissioners

Date: _____

Date: _____

APPROVED AS TO FORM:

By: Michael D. Foley
Michael Foley, Deputy District Attorney

Date: 9/26/06

ATTEST:

CITY OF LAS VEGAS

By: _____
City Clerk

By: _____
Oscar Goodman, Mayor
City of Las Vegas

Date: _____

Date: _____

APPROVED AS TO FORM:

By: Thomas R. Green, DEPUTY
For Bradford Jerbic, City Attorney

Date: 10/2/06

Exhibit "A"
Scope of Work Narrative
Expansion and Maintenance of the Citizen Corp Program

Funding for the Expansion and Maintenance of the Citizen Corp Program will enhance current Citizen Corps Programs, inclusive of Volunteers in Police Service and Community Emergency Response Team Programs and funding for the formalization of a statewide Citizen Corps Council. Funding this investment insures that program successes experienced by the three urban areas in Nevada (Las Vegas/Clark County, Reno/Washoe County and Carson City/County) can be transplanted into the rural areas of the state. The urban areas have agreed to provide complete programmatic and administrative support to all counties in the rural areas of the state in developing, promoting, delivering, and evaluating Volunteers In Police Service and Community Emergency Response Team Training programs.

This investment supports all seventeen counties in the State of Nevada. The Investment provides specific targeted funding to existing Citizen Corps Programs located in the City of Reno, City of Sparks, Carson City, City of Las Vegas, Washoe County, and Clark County. The jurisdictions chosen to receive targeted funding have existing programs and each jurisdiction has agreed, through its respective Citizen Corps Council, to provide programmatic delivery and administrative support to other jurisdictions, throughout the state, upon request of the State Citizen Corps Council. Participation in volunteer opportunities is open to all state residents upon successful completion of training requirements and background investigations. No prerequisites are required for participation in Community Emergency Response Team training. Each of the successful existing programs borders or closely borders other jurisdictions, local, regional or state, resulting in the possibility that any individual program will impact another but, providing opportunities for individuals to cross borders to participate in training programs or volunteer opportunities.

Collaboration amongst and between all of the stakeholders involved in this justification, and the enhancement plan initiatives it addresses, has been in place since the beginning of the process. Senior management from Las Vegas Fire and Rescue, the Office of Emergency Management City of Las Vegas, Washoe County Sheriffs Office, and Carson City Fire Department represented the urban areas and their Citizen Corps Councils. Marge Gunn Emergency Manager, Lincoln County and representatives from county offices and departments throughout the state represented rural areas. Capabilities, national priorities and the interests of Citizen Corps Councils and Community Preparedness Citizens Participation advocates were addressed in statewide meetings and two teleconference meetings. All registered Citizen Corps programs were invited to participate in the process and all information gathered and reflected in meeting minutes was shared with all group participants and registered Citizen Corps Councils.

Challenges to effective implementation of this investment justification will be the "general apathy" of citizens not impacted by a natural or manmade disaster in several years and the resulting "it won't happen to me" or "it doesn't happen here so I do not have to prepare for it" attitude. In addition, senior management personnel are busy people and recruiting them for participation will be a challenge.

Milestones:

- **Identification of the individual responsible for management support of the State Citizens Corps Council** - The State Homeland Security Commission must identify one individual to be responsible for convening the initial meeting-planning meeting of the State Citizen Corps Council. Purpose and function statements must be developed along with job descriptions for participants and vision and mission statements.
- **Recruitment committee established for recruitment of "Senior Level Participants"** - Individuals identified that have the community connections necessary to recruit "Senior Level"/"High Power" individuals for participation in the State Citizens Corps Council.
- **Convening of first Council meeting.** - Explanation of purpose, function, mission and vision statements as well as the introduction of Citizen Corps Programs.
- **Determination of rural program needs** - Matching of needs with program support personnel from urban area programs and establishment of project planning team for accomplishment of program objectives.
- **Evaluation of program effectiveness and correction or duplication as indicated.**

Exhibit "A"
Budget Narrative
HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY06

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL
BUDGET PROJECT 1-1

IJ TITLE: Expansion and Maintenance of CCP Program

PROJECT NAME: UPDATED DUE TO 15% PERSONNEL CAP FOR CCP GRANT

CATEGORY	DESCRIPTION	AMOUNT	AEL REF.	FUNDING SOURCE						TOTAL
				SHSP	UASI	LETPP	CCP	MMRS	OTHER	
Personnel/Payroll										
	METRO - (Background Investigator)	15000		\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
	Las Vegas Fire (CERT Program)	45000		\$ 30,000.00		\$ -	\$ 15,000.00	\$ -	\$ -	\$ 45,000.00
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Travel	Washoe County (Regional CERT)	1000		\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	Las Vegas Fire (CERT Program)	750		\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ -	\$ 750.00
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating	Washoe County (Regional CERT)	600		\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ 600.00
	Las Vegas Fire (CERT Program)	1500		\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual	Las Vegas Fire (CERT Program)	19250		\$ 4,250.00		\$ -	\$ 15,000.00	\$ -	\$ -	\$ 19,250.00
	Washoe County (Regional CERT)	61730			\$ -	\$ -	\$ 1,730.00	\$ -	\$ -	\$ 1,730.00
	Washoe County Sheriffs Office			\$ 25,000.00	\$ -	\$ -	\$ 35,000.00	\$ -	\$ -	\$ 60,000.00
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Planning				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	Washoe County (Regional CERT)	11800		\$ -	\$ -	\$ -	\$ 11,800.00	\$ -	\$ -	\$ 11,800.00
	Las Vegas Fire (CERT Program)	12000		\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Exercise				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	Washoe County (Regional CERT)	4870	21.9	\$ -	\$ -	\$ -	\$ 4,870.00	\$ -	\$ -	\$ 4,870.00
	Las Vegas Fire (CERT Program)	35000	21.9	\$ 10,000.00		\$ -	\$ 25,000.00	\$ -	\$ -	\$ 35,000.00
	Carson City (Cert)	20500	21.9	\$ 10,500.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 20,500.00
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Carson City - Community Education Van	32262.55		\$ -	\$ -	\$ -	\$ 32,262.55	\$ -	\$ -	\$ 32,262.55
	State Citizen Corps Council Operations	35487.45					\$ 35,487.45			
	TOTALS			\$ 79,750.00	\$ -	\$ -	\$ 217,000.00	\$ -	\$ -	\$ 296,750.00

Exhibit "A"
Scope of Work Narrative
Advanced IED & WMD Defeat Program for Nevada's Bomb Squad's

This investment implements a five-year strategy to enhance the capability of Nevada's bomb squads to defeat IEDs and Weapons of Mass Destruction. The purpose of this investment is to achieve the capability to stay ahead of the increasing level of sophistication in IED warfare as is evident in Europe and the Middle East. The technology and tactics employed by the terrorists in the Middle East is spreading worldwide through their covert network. These terrorist groups pose a significant challenge for the state's bomb squad's existing capabilities. This investment represents a measured development to ensure the state's bomb squads have the best training, technology, tactics, and technical support needed to defeat these evolving threats. FY-06 funds will be used to provide for measurable and improved levels of equipment and training for the Explosive Device Response Program.

This investment provides linkage between the state's three bomb squads, two in Northern NV and one in Southern NV, through a joint operation to enhance the statewide IED/WMD Defeat capability. Furthermore it affects the entire 110,540 square miles of Nevada as these teams can and do respond throughout the state. The teams also have the capability to respond throughout the tri-state areas of Nevada, California and Arizona. It also provides the squads the flexibility to expand interagency relationships to develop inter-state regional collaboration. This investment provides a vehicle to increase joint training between responder disciplines to enhance Explosive Device Response capabilities within the state and region. Nevada's bomb squads are comprised of mixed teams of police and fire personnel who have attended a common training program. This initiative capitalizes on inherent strengths of both disciplines by providing a unique forum of joint training that captures cross discipline activities including intelligence fusion, CBRNE detection, public safety and security, bomb squad response, and law enforcement post-incident investigation. Explosive devices are the primary weapon of international terrorism. This investment provides the vehicle for all three of Nevada's bomb squads to prepare to meet that threat.

The state has involved all three bomb squad commanders, their agencies, and the 17 counties the three squads support to obtain statewide collaboration for this initiative. This investment initiative is highly regarded by the bomb squad commanders as a vehicle to significantly enhance statewide Explosive Device Response Operations and Expand Regional Collaboration Efforts with bomb squads from neighboring states who are exploring innovative approaches to enhancing their own programs. Research indicates nearly all the bomb squads in the Western United States need access to a training location where they can conduct live demolition training and evaluation of their existing Vehicle Borne IED (VBIED) defeat tactics and technology. Nevada may likely be the only state that has the physical space to duplicate a realistic VBIED threat device using live explosives. Nevada's investment initiative provides a possible solution for this need that will offer a much needed resource, which could provide a potential regional enhancement

capability. As part of their statewide enhancement planning process, the bomb squad commanders will reach out to the stakeholders in California, Utah, Oregon, and Arizona as well as bomb squad agencies at the federal government level to engage them in a collaborative effort as part of a regional team. Nevada envisions this investment will become a regional and national training asset for public safety bomb squads with the potential to help similar training efforts in CBRNE, WMD, Intelligence, and Law Enforcement Investigations.

Challenges to the implementation of this investment include:

1. **Stakeholder buy-in and governance.** The three bomb squads will need to work closely together to develop a State strategic plan as well as agreements for training, technology, and procedures for implementation by the State.
2. **Developing a statewide training plan and schedule for advanced courses.** Training plans must complement the state's technology plans. Certain training requirements such as access to British and Israeli training courses will need to be set. Locally developed training needs (advanced electronics, etc.) and exercises needs to be incorporated into the plan and prioritized for funding.
3. **Technology plan.** Bomb squad commanders will need to agree on funding priorities and deliver schedules that provide priority capability enhancements. New technologies will need integration into the training plan.
4. **Selecting a Training Area.** Finding and obtaining suitable real estate to be used as a practical demolition training area.
5. **Sustainment.** Long term allocation of resources for maintenance, consumables, and updating training to meet evolving asymmetric threats.

Milestones:

- **Stakeholder Engagement for Advanced IED/WMD Defeat Investment Program for NV Bomb Squads** - Assign a Plans Manager who will be responsible for the development of the Nevada Strategic Plan for enhancing Explosive Device Response Operations. Collect input from Bomb Squad Commanders for gap analysis of top threats vs. capabilities.
- **Planning** - Using stakeholder input, develop an inclusive plan for sites, governance issues, infrastructure, training, exercises, and technology needed to enhance the State's three bomb squad capabilities to defeat high threat IED/WMDs.
- **Plan Implementation** - Obtain reservations for advanced IED training programs in the United Kingdom and Israel. Identify other programs in the US through CIA, Delta Force and other agencies offering similar capabilities. Leverage training with state universities. Locate likely sites for training areas. Prioritize technology purchases and distribution. Initiate purchases. Development of training courses for new technologies, tactics and procedures.
- **Training Courses and regional Seminar** - Initial group of bomb technicians attend advanced schools in United Kingdom and Israel. Attendees to bring home

lessons learned to teach in conjunction with other bomb technicians in statewide bomb technician seminar.

- **Regional Bomb Squad Exercise** - Nevada bomb squads conduct a statewide threat exercise to locate, identify, and render safe a series of large VBIEDs. Goals to include testing interoperability, information and intelligence sharing, diagnostics, render safe tactics, and new investigation techniques.
- **Bomb Squad Training Area** - Bomb squad training area to be located and prepared for service. State holds seminars for each squad to use and test their robotics and VBIED defeat technologies, tactics, and training.
- **Training Courses and Regional Seminar** - Second group of bomb technicians to attend overseas training and bring home lessons learned for a second seminar.
- **ADL Product Selection** - Bomb Squad Commanders select subjects for development of ADL products.

EXHIBIT "A"
BUDGET NARRATIVE
HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY06

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL REVISED FINAL 21 JUNE 2006

IJ TITLE: Advanced Improvised Explosive Device (IED) & WMD Defeat Program for Nevada's Bomb Squads

CATEGORY	DESCRIPTION	AMOUNT	AEL REF.	FUNDING SOURCE						TOTAL
				SHSP	UASI	LETPP	CCP	MMRS	OTHER	
Personnel/Payroll				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LV to Tel Aviv	Attend Bomb Squad Focused Anti-Terrorism Training X 3	\$36,354.00			\$ 36,354.00	\$ -	\$ -	\$ -	\$ -	\$ 36,354.00
	Israeli National Police Bomb Squad by NV B.S. Commanders			\$ -			\$ -	\$ -	\$ -	\$ -
	Will return summary paper of findings to NV Homeland Security Commission				\$ -		\$ -	\$ -	\$ -	\$ -
Operating				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Planning				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HMS Ltd.	Provide Adv. Training in IED/WMD Defeat to NV Bomb Squads	\$240,000		\$ 120,000.00	\$ 120,000.00	\$ -	\$ -	\$ -	\$ -	\$ 240,000.00
Advanced	#2 2 week Courses, 1 in Las Vegas, 1 in Reno/Tahoe area			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
British EOD Training	Up to #20 bomb technicians each class (40 total statewide)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	This brings the Felix Center British EOD Training									
	to Nevada. Each course is 14 full days of advanced training.									
	Includes Techs from LVFR, LVMPD, CCFD, Washoe County Sheriff,									
	Reno P.D., Tahoe Fire, Douglas County Sheriff, etc..									
Exercise				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTALS			\$ 120,000.00	\$ 156,354.00	\$ -	\$ -	\$ -	\$ -	\$ 276,354.00

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Scope of Work Narrative
Creation of a Statewide Citizen Preparedness Campaign

This investment will support the creation of television and radio public service announcements to promote citizen preparedness throughout the State of Nevada and the Las Vegas/Clark County Urban Area. The campaign will also be utilized to recruit volunteers and secure resources for Citizen Corps programs. Network television and local radio stations have agreed to support these programs by airing pre-produced public service announcements, news stories and series, and placing information on their community calendars. This investment will benchmark heavily from the Seattle/King County (WA) best practices initiative called "Home Team Ready." In addition, a booklet outlining key safety and security information which will include: family emergency contact information, important phone numbers, how to report an emergency, descriptions of the emergency alert system, how to prepare your home, family and workplace for a disaster, tips for spotting suspicious activities, air travel preparation, natural disaster response information, mitigating terrorism/threats, information on the homeland security advisory system and area maps to help citizens familiarize themselves with key geographic areas. Booklets will be distributed to the public in local telephone directories and printed versions will be distributed at planned public education events.

These projects will be completed and funds expended from the FY2006 HSGP funds no later than the end of the grant period.

This is a statewide initiative including the Las Vegas/Clark County Urban Area. The geographical area is based on the three largest counties in Nevada comprised of Clark County (pop. 1,650,671), Washoe County (pop. 380,754) and Carson City (pop. 55,974) representing 90% of the State's total population (2,334,771). These counties will provide complete programmatic support for all rural counties and municipalities elsewhere in the state.

Collaboration began with the state's 19-year old Local Emergency Planning Committee (LEPC) infrastructure located in each county in the State. Use of the LEPC conduit is leveraged heavily within the State of Nevada and has been promoted by the State's Homeland Security Commission as the vehicle of choice to accomplish collaborative planning initiatives.

Securing sufficient funding for the purchase of "prime time" spots on broadcast radio and television media affiliates. Rural areas of the State are largely unequipped for local government cable access channels unlike the metropolitan areas.

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- **Initiate project management team** - Assemble statewide Citizen Corps Council membership. Distribute sub-committee assignments for 1). Stakeholder recruitment; 2). Goals and objectives; 3). Content development.

- **Develop mission, goals and objectives.** - Goals and objectives sub-committee will develop mission statement, goals and objectives for the citizen preparedness initiative.
- **Recruit stakeholder partnerships** - Identify and contact broadcast and print media affiliates to promote long-term partnerships.
- **Secure contract for program development** - Issue bid for program development contract, review bids and select/award vendor.
- **Develop programming content** - Content development sub-committee will engineer the standard program messaging to be disseminated statewide.
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Investment Budgets Broken Down by Funding Source

		SHSP	UASI	LETPP	CCP	TOTALS		
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*		Nevada Terrorism Early Warning Goup	\$324,500	\$4,474,500	\$1,723,000	\$0	\$6,522,000	M
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		Mass Prophylaxis	\$19,200	\$0	\$0	\$0	\$19,200	B
*	&	Expansion and Maintenance of Citizens Corps Programs	\$79,750	\$0	\$0	\$217,000	\$296,750	B
*		Advanced IED & WMD Defeat Program for Bomb Squads	\$120,000	\$156,354	\$0	\$0	\$276,354	RB
	&	Creation of a Statewide Citizen Preparedness Campaign	\$15,588	\$20,406	\$0	\$4,818	\$40,812	E
*	&	Task Force to Serve the Deaf and Hard of Hearing	\$77,099	\$65,365	\$0	\$2,936	\$145,400	M
			\$7,704,500	\$7,141,625	\$3,971,000	\$224,754	\$19,041,879	
Available			\$7,704,500	\$7,141,625	\$3,971,000	\$224,754	\$19,041,879	
Delta			\$0	\$0	\$0	\$0	\$0	

*UASI Investments
&CCP Eligible

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: ADMINISTRATIVE SERVICES

DIRECTOR: CHRIS KNIGHT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an interlocal agreement with Clark County for receipt of homeland security funds from the FY06 U.S. Department of Homeland Security Urban Area Security Initiative (UASI) Grant Program in the amount of \$176,760 - All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This interlocal agreement facilitates the transfer of \$176,760.00 originating from the FY06 U.S. Department of Homeland Security Urban Area Security initiative (UASI) Grant Program to support bomb squad operations and to support the development of a citizens disaster preparedness public information campaign. The city of Las Vegas has been designated by the State of Nevada to administer these programs statewide.

RECOMMENDATION:

The Office of Administrative Services recommends approval.

BACKUP DOCUMENTATION:

Interlocal Agreement Contract (UASI)

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

**INTERLOCAL CONTRACT
BETWEEN CLARK COUNTY AND
THE CITY OF LAS VEGAS**

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with Nevada Division of Emergency Management for participation in the DHS/06-Urban Area Security Initiative (UASI), CFDA #97.067 Program; and

WHEREAS, the City of Las Vegas (the "Subrecipient"), a unit of local government located at 400 Stewart Ave, Las Vegas, NV 89101 wishes to conduct programming relative to the Advanced IED & WMD Defeat Program for Nevada's Bomb Squads, and the Creation of a Statewide Citizen Preparedness Campaign (the "Project"); and

WHEREAS, the County has agreed to provide DHS/06-Urban Area Security Initiative (UASI) funds (the "Funds") to the Subrecipient, such funding to be administered by Clark County Emergency Management & Homeland Security (EMHS), a division of the Administrative Services Department of Clark County (County and Subrecipient referenced collectively as "the parties"), for its DHS/06-Urban Area Security Initiative (UASI) as defined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient intends to use the funds to conduct programming relative to the Advanced IED & WMD Defeat Program for Nevada's Bomb Squads, and the Creation of a Statewide Citizen Preparedness Campaign; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:

1. EMHS shall provide a maximum of ONE HUNDRED SEVENTY SIX THOUSAND, SEVEN HUNDRED SIXTY DOLLARS (\$176,760.00) from Fiscal Year 2006 funds for the DHS/06-Urban Area Security Initiative (UASI) Program.
2. Subrecipient agrees to use the funds to conduct programming relative to the Advanced IED & WMD Defeat Program for Nevada's Bomb Squads, and the Creation of a Statewide Citizen Preparedness Campaign program as set forth in Exhibit "A".
3. Subrecipient will provide EMHS with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by EMHS that may be required in the administration of the grant funds.
4. Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of the grant funds as a Subrecipient of such funds for the project identified in this

Contract. See Exhibit "B" for State and Federal Assurances required under this Contract.

- 5. It is specifically understood and agreed by Subrecipient that EMHS shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from the County or are otherwise not forthcoming, and in such event, County may terminate this Contract.**
- 6. This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:**
 - a. This Contract shall be completed by June 30, 2008. An extension after the June 30, 2008 deadline must be requested in writing, to the Manager of EMHS.**
 - b. May be terminated by any party, for any reason with written notice of at least 60 days.**
- 7. This Contract and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This contract may be amended solely by means of written amendment signed by both parties.**
- 8. In the event the County desires to increase the amounts set forth in Section 1 and Exhibit A, subject to Subrecipient's consent to provide matching funds if necessary, the County, at its sole discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amounts occur, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Section 1 and in Exhibit A.**
- 9. Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient's most recent single audit report (OMB Circular A-133) or a letter stating that subrecipient expended less than \$300,000 of Federal funds during the reporting period must be submitted to Clark County. Letters should be addressed to: Shalene Ferreira, Administrative Specialist, Clark County Emergency Management & Homeland Security.**

ENTERED INTO this _____ day of _____, 2006.

ATTEST:

CLARK COUNTY

By: _____
Shirley Parraguirre, County Clerk

By: _____
Rory Reid, Chair
Board of County Commissioners

Date: _____

Date: _____

APPROVED AS TO FORM:

By: Michael D. Foley
Michael Foley, Deputy District Attorney

Date: 9/26/06

ATTEST:

CITY OF LAS VEGAS

By: _____
City Clerk

By: _____
Oscar Goodman, Mayor
City of Las Vegas

Date: _____

Date: _____

APPROVED AS TO FORM:

By: Thomas R. Green, DEPUTY
For Bradford Jerbic, City Attorney

Date: 10/2/06

Exhibit "A"
Scope of Work Narrative
Advanced IED & WMD Defeat Program for Nevada's Bomb Squad's

This investment implements a five-year strategy to enhance the capability of Nevada's bomb squads to defeat IEDs and Weapons of Mass Destruction. The purpose of this investment is to achieve the capability to stay ahead of the increasing level of sophistication in IED warfare as is evident in Europe and the Middle East. The technology and tactics employed by the terrorists in the Middle East is spreading worldwide through their covert network. These terrorist groups pose a significant challenge for the state's bomb squad's existing capabilities. This investment represents a measured development to ensure the state's bomb squads have the best training, technology, tactics, and technical support needed to defeat these evolving threats. FY-06 funds will be used to provide for measurable and improved levels of equipment and training for the Explosive Device Response Program.

This investment provides linkage between the state's three bomb squads, two in Northern NV and one in Southern NV, through a joint operation to enhance the statewide IED/WMD Defeat capability. Furthermore it affects the entire 110,540 square miles of Nevada as these teams can and do respond throughout the state. The teams also have the capability to respond throughout the tri-state areas of Nevada, California and Arizona. It also provides the squads the flexibility to expand interagency relationships to develop inter-state regional collaboration. This investment provides a vehicle to increase joint training between responder disciplines to enhance Explosive Device Response capabilities within the state and region. Nevada's bomb squads are comprised of mixed teams of police and fire personnel who have attended a common training program. This initiative capitalizes on inherent strengths of both disciplines by providing a unique forum of joint training that captures cross discipline activities including intelligence fusion, CBRNE detection, public safety and security, bomb squad response, and law enforcement post-incident investigation. Explosive devices are the primary weapon of international terrorism. This investment provides the vehicle for all three of Nevada's bomb squads to prepare to meet that threat.

The state has involved all three bomb squad commanders, their agencies, and the 17 counties the three squads support to obtain statewide collaboration for this initiative. This investment initiative is highly regarded by the bomb squad commanders as a vehicle to significantly enhance statewide Explosive Device Response Operations and Expand Regional Collaboration Efforts with bomb squads from neighboring states who are exploring innovative approaches to enhancing their own programs. Research indicates nearly all the bomb squads in the Western United States need access to a training location where they can conduct live demolition training and evaluation of their existing Vehicle Borne IED (VBIED) defeat tactics and technology. Nevada may likely be the only state that has the physical space to duplicate a realistic VBIED threat device using live explosives. Nevada's investment initiative provides a possible solution for this need that will offer a much needed resource, which could provide a potential regional enhancement

capability. As part of their statewide enhancement planning process, the bomb squad commanders will reach out to the stakeholders in California, Utah, Oregon, and Arizona as well as bomb squad agencies at the federal government level to engage them in a collaborative effort as part of a regional team. Nevada envisions this investment will become a regional and national training asset for public safety bomb squads with the potential to help similar training efforts in CBRNE, WMD, Intelligence, and Law Enforcement Investigations.

Challenges to the implementation of this investment include:

1. **Stakeholder buy-in and governance.** The three bomb squads will need to work closely together to develop a State strategic plan as well as agreements for training, technology, and procedures for implementation by the State.
2. **Developing a statewide training plan and schedule for advanced courses.** Training plans must complement the state's technology plans. Certain training requirements such as access to British and Israeli training courses will need to be set. Locally developed training needs (advanced electronics, etc.) and exercises needs to be incorporated into the plan and prioritized for funding.
3. **Technology plan.** Bomb squad commanders will need to agree on funding priorities and deliver schedules that provide priority capability enhancements. New technologies will need integration into the training plan.
4. **Selecting a Training Area.** Finding and obtaining suitable real estate to be used as a practical demolition training area.
5. **Sustainment.** Long term allocation of resources for maintenance, consumables, and updating training to meet evolving asymmetric threats.

Milestones:

- **Stakeholder Engagement for Advanced IED/WMD Defeat Investment Program for NV Bomb Squads** - Assign a Plans Manager who will be responsible for the development of the Nevada Strategic Plan for enhancing Explosive Device Response Operations. Collect input from Bomb Squad Commanders for gap analysis of top threats vs. capabilities.
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				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Contractual				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Planning				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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*	&	Expansion and Maintenance of Citizens Corps Programs	\$79,750	\$0	\$0	\$217,000	\$296,750	B
*		Advanced IED & WMD Defeat Program for Bomb Squads	\$120,000	\$156,354	\$0	\$0	\$276,354	RB
	&	Creation of a Statewide Citizen Preparedness Campaign	\$15,588	\$20,406	\$0	\$4,818	\$40,812	
*	&	Task Force to Serve the Deaf and Hard of Hearing	\$77,099	\$65,365	\$0	\$2,936	\$145,400	M
			\$7,704,500	\$7,141,625	\$3,971,000	\$224,754	\$19,041,879	
Available			\$7,704,500	\$7,141,625	\$3,971,000	\$224,754	\$19,041,879	
Delta			\$0	\$0	\$0	\$0	\$0	

*UASI Investments
&CCP Eligible

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: ADMINISTRATIVE SERVICES

DIRECTOR: CHRIS KNIGHT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an interlocal agreement with Clark County for receipt of homeland security funds from the FY06 U.S. Department of Homeland Security Citizen Corps Grant Program (CCP) in the amount of \$221,818 - All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This interlocal agreement facilitates the transfer of \$221,818.00 originating from the FY06 U.S. Department of Homeland Security Citizen Corps Grant Program (CCP) to support citizen disaster preparedness activities including the city's Community Emergency Response Team (CERT) program. The city of Las Vegas has been designated by the State of Nevada to administer the Citizen Corps Program initiatives statewide.

RECOMMENDATION:

The Office of Administrative Services recommends approval.

BACKUP DOCUMENTATION:

Interlocal Agreement Contract (CCP)

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

**INTERLOCAL CONTRACT
BETWEEN CLARK COUNTY AND
THE CITY OF LAS VEGAS**

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with Nevada Division of Emergency Management for participation in the DHS/06-Citizen Corps Program (CCP), CFDA #97.067 Program; and

WHEREAS, the City of Las Vegas (the "Subrecipient"), a unit of local government located at 400 Stewart Ave, Las Vegas, NV 89101 wishes to conduct programming relative to the Expansion and Maintenance of the Citizen Corp Program, and the Creation of a Statewide Citizen Preparedness Campaign (the "Project"); and

WHEREAS, the County has agreed to provide DHS/06-Citizen Corps Program (CCP) funds (the "Funds") to the Subrecipient, such funding to be administered by Clark County Emergency Management & Homeland Security (EMHS), a division of the Administrative Services Department of Clark County (County and Subrecipient referenced collectively as "the parties"), for its DHS/06-Citizen Corps Program(CCP) as defined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient intends to use the funds to conduct programming relative to the Expansion and Maintenance of the Citizen Corp Program, and the Creation of a Statewide Citizen Preparedness Campaign; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:

1. EMHS shall provide a maximum of TWO HUNDRED TWENTYONE THOUSAND, EIGHT HUNDRED EIGHTEEN (\$221,818.00) from Fiscal Year 2006 funds for the DHS/06-Citizen Corps Program (CCP).
2. Subrecipient agrees to use the funds to conduct programming relative to the Expansion and Maintenance of the Citizen Corp Program, and the Creation of a Statewide Citizen Preparedness Campaign program as set forth in Exhibit "A".
3. Subrecipient will provide EMHS with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by EMHS that may be required in the administration of the grant funds.
4. Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of the grant funds as a Subrecipient of such funds for the project identified in this

Contract. See Exhibit "B" for State and Federal Assurances required under this Contract.

5. It is specifically understood and agreed by Subrecipient that EMHS shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from the County or are otherwise not forthcoming, and in such event, County may terminate this Contract.
6. This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:
 - a. This Contract shall be completed by June 30, 2008. An extension after the June 30, 2008 deadline must be requested in writing, to the Manager of EMHS.
 - b. May be terminated by any party, for any reason with written notice of at least 60 days.
7. This Contract and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This contract may be amended solely by means of written amendment signed by both parties.
8. In the event the County desires to increase the amounts set forth in Section 1 and Exhibit A, subject to Subrecipient's consent to provide matching funds if necessary, the County, at its sole discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amounts occur, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Section 1 and in Exhibit A.
9. Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient's most recent single audit report (OMB Circular A-133) or a letter stating that subrecipient expended less than \$300,000 of Federal funds during the reporting period must be submitted to Clark County. Letters should be addressed to: Shalene Ferreira, Administrative Specialist, Clark County Emergency Management & Homeland Security.

ENTERED INTO this _____ day of _____, 2006.

ATTEST:

CLARK COUNTY

By: _____
Shirley Parraguirre, County Clerk

By: _____
Rory Reid, Chair
Board of County Commissioners

Date: _____

Date: _____

APPROVED AS TO FORM:

By: Michael L. Foley
Michael Foley, Deputy District Attorney

Date: 9/26/06

ATTEST:

CITY OF LAS VEGAS

By: _____
City Clerk

By: _____
Oscar Goodman, Mayor
City of Las Vegas

Date: _____

Date: _____

APPROVED AS TO FORM:

By: Thomas R. Green, Deputy
for Bradford Jerbic, City Attorney

Date: 10/2/06

Exhibit "A"
Scope of Work Narrative
Expansion and Maintenance of the Citizen Corp Program

Funding for the Expansion and Maintenance of the Citizen Corp Program will enhance current Citizen Corps Programs, inclusive of Volunteers in Police Service and Community Emergency Response Team Programs and funding for the formalization of a statewide Citizen Corps Council. Funding this investment insures that program successes experienced by the three urban areas in Nevada (Las Vegas/Clark County, Reno/Washoe County and Carson City/County) can be transplanted into the rural areas of the state. The urban areas have agreed to provide complete programmatic and administrative support to all counties in the rural areas of the state in developing, promoting, delivering, and evaluating Volunteers In Police Service and Community Emergency Response Team Training programs.

This investment supports all seventeen counties in the State of Nevada. The Investment provides specific targeted funding to existing Citizen Corps Programs located in the City of Reno, City of Sparks, Carson City, City of Las Vegas, Washoe County, and Clark County. The jurisdictions chosen to receive targeted funding have existing programs and each jurisdiction has agreed, through its respective Citizen Corps Council, to provide programmatic delivery and administrative support to other jurisdictions, throughout the state, upon request of the State Citizen Corps Council. Participation in volunteer opportunities is open to all state residents upon successful completion of training requirements and background investigations. No prerequisites are required for participation in Community Emergency Response Team training. Each of the successful existing programs borders or closely borders other jurisdictions, local, regional or state, resulting in the possibility that any individual program will impact another but, providing opportunities for individuals to cross borders to participate in training programs or volunteer opportunities.

Collaboration amongst and between all of the stakeholders involved in this justification, and the enhancement plan initiatives it addresses, has been in place since the beginning of the process. Senior management from Las Vegas Fire and Rescue, the Office of Emergency Management City of Las Vegas, Washoe County Sheriffs Office, and Carson City Fire Department represented the urban areas and their Citizen Corps Councils. Marge Gunn Emergency Manager, Lincoln County and representatives from county offices and departments throughout the state represented rural areas. Capabilities, national priorities and the interests of Citizen Corps Councils and Community Preparedness Citizens Participation advocates were addressed in statewide meetings and two teleconference meetings. All registered Citizen Corps programs were invited to participate in the process and all information gathered and reflected in meeting minutes was shared with all group participants and registered Citizen Corps Councils.

Challenges to effective implementation of this investment justification will be the "general apathy" of citizens not impacted by a natural or manmade disaster in several years and the resulting "it won't happen to me" or "it doesn't happen here so I do not have to prepare for it" attitude. In addition, senior management personnel are busy people and recruiting them for participation will be a challenge.

Milestones:

- **Identification of the individual responsible for management support of the State Citizens Corps Council** - The State Homeland Security Commission must identify one individual to be responsible for convening the initial meeting-planning meeting of the State Citizen Corps Council. Purpose and function statements must be developed along with job descriptions for participants and vision and mission statements.
- **Recruitment committee established for recruitment of "Senior Level Participants"** - Individuals identified that have the community connections necessary to recruit "Senior Level"/"High Power" individuals for participation in the State Citizens Corps Council.
- **Convening of first Council meeting.** - Explanation of purpose, function, mission and vision statements as well as the introduction of Citizen Corps Programs.
- **Determination of rural program needs** - Matching of needs with program support personnel from urban area programs and establishment of project planning team for accomplishment of program objectives.
- **Evaluation of program effectiveness and correction or duplication as indicated.**

Exhibit "A"
Budget Narrative
HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY06

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL
BUDGET PROJECT 1-1

IJ TITLE: Expansion and Maintenance of CCP Program

PROJECT NAME: UPDATED DUE TO 15% PERSONNEL CAP FOR CCP GRANT

CATEGORY	DESCRIPTION	AMOUNT	AEL REF.	FUNDING SOURCE						TOTAL
				SHSP	UAS	LETPP	CCP	MMRS	OTHER	
Personnel/Payroll					\$ -	\$ -		\$ -	\$ -	\$ -
	METRO - (Background Investigator)	15000		\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
	Las Vegas Fire (CERT Program)	45000		\$ 30,000.00		\$ -	\$ 15,000.00	\$ -	\$ -	\$ 45,000.00
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Travel	Washoe County (Regional CERT)	1000		\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
	Las Vegas Fire (CERT Program)	750		\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ -	\$ 750.00
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Operating	Washoe County (Regional CERT)	600		\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ 600.00
	Las Vegas Fire (CERT Program)	1500		\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Contractual	Las Vegas Fire (CERT Program)	19250		\$ 4,250.00		\$ -	\$ 15,000.00	\$ -	\$ -	\$ 19,250.00
	Washoe County (Regional CERT)	61730			\$ -	\$ -	\$ 1,730.00	\$ -	\$ -	\$ 1,730.00
	Washoe County Sheriffs Office			\$ 25,000.00	\$ -	\$ -	\$ 35,000.00	\$ -	\$ -	\$ 60,000.00
				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Planning				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	Washoe County (Regional CERT)	11800		\$ -	\$ -	\$ -	\$ 11,800.00	\$ -	\$ -	\$ 11,800.00
	Las Vegas Fire (CERT Program)	12000		\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Exercise				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	Washoe County (Regional CERT)	4870	21.9	\$ -	\$ -	\$ -	\$ 4,870.00	\$ -	\$ -	\$ 4,870.00
	Las Vegas Fire (CERT Program)	35000	21.9	\$ 10,000.00		\$ -	\$ 25,000.00	\$ -	\$ -	\$ 35,000.00
	Carson City (Cert)	20500	21.9	\$ 10,500.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 20,500.00
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Carson City - Community Education Van	32262.55		\$ -	\$ -	\$ -	\$ 32,262.55	\$ -	\$ -	\$ 32,262.55
	State Citizen Corps Council Operations	35487.45					\$ 35,487.45			\$ 35,487.45
	TOTALS			\$ 79,750.00	\$ -	\$ -	\$ 217,000.00	\$ -	\$ -	\$ 296,750.00

Exhibit "A"
Scope of Work Narrative
Creation of a Statewide Citizen Preparedness Campaign

This investment will support the creation of television and radio public service announcements to promote citizen preparedness throughout the State of Nevada and the Las Vegas/Clark County Urban Area. The campaign will also be utilized to recruit volunteers and secure resources for Citizen Corps programs. Network television and local radio stations have agreed to support these programs by airing pre-produced public service announcements, news stories and series, and placing information on their community calendars. This investment will benchmark heavily from the Seattle/King County (WA) best practices initiative called "Home Team Ready." In addition, a booklet outlining key safety and security information which will include: family emergency contact information, important phone numbers, how to report an emergency, descriptions of the emergency alert system, how to prepare your home, family and workplace for a disaster, tips for spotting suspicious activities, air travel preparation, natural disaster response information, mitigating terrorism/threats, information on the homeland security advisory system and area maps to help citizens familiarize themselves with key geographic areas. Booklets will be distributed to the public in local telephone directories and printed versions will be distributed at planned public education events.

These projects will be completed and funds expended from the FY2006 HSGP funds no later than the end of the grant period.

This is a statewide initiative including the Las Vegas/Clark County Urban Area. The geographical area is based on the three largest counties in Nevada comprised of Clark County (pop. 1,650,671), Washoe County (pop. 380,754) and Carson City (pop. 55,974) representing 90% of the State's total population (2,334,771). These counties will provide complete programmatic support for all rural counties and municipalities elsewhere in the state.

Collaboration began with the state's 19-year old Local Emergency Planning Committee (LEPC) infrastructure located in each county in the State. Use of the LEPC conduit is leveraged heavily within the State of Nevada and has been promoted by the State's Homeland Security Commission as the vehicle of choice to accomplish collaborative planning initiatives.

Securing sufficient funding for the purchase of "prime time" spots on broadcast radio and television media affiliates. Rural areas of the State are largely unequipped for local government cable access channels unlike the metropolitan areas.

Milestones:

- **Initiate project management team** - Assemble statewide Citizen Corps Council membership. Distribute sub-committee assignments for 1). Stakeholder recruitment; 2). Goals and objectives; 3). Content development.

- **Develop mission, goals and objectives.** - Goals and objectives sub-committee will develop mission statement, goals and objectives for the citizen preparedness initiative.
- **Recruit stakeholder partnerships** - Identify and contact broadcast and print media affiliates to promote long-term partnerships.
- **Secure contract for program development** - Issue bid for program development contract, review bids and select/award vendor.
- **Develop programming content** - Content development sub-committee will engineer the standard program messaging to be disseminated statewide.
- **Implement program statewide** - Rollout program statewide via broadcast and print media affiliates.

Investment Budgets Broken Down by Funding Source

			SHSP	UASI	LETPP	CCP	TOTALS	
*		Interoperable Communications	\$3,650,000	\$2,425,000	\$0	\$0	\$6,075,000	RM
*		Nevada Terrorism Early Warning Goup	\$324,500	\$4,474,500	\$1,723,000	\$0	\$6,522,000	M
		Breaking Down the Barriers by Leveraging NV Resources	\$494,900	\$0	\$0	\$0	\$494,900	RB
		StateWatch	\$2,456,436	\$0	\$2,248,000	\$0	\$4,704,436	RM
		Evacuation, Mass Care, and shelter-in-place plans	\$445,527	\$0	\$0	\$0	\$445,527	B
*		Medical Surge Capacity Expansion	\$21,500	\$0	\$0	\$0	\$21,500	B
		Mass Prophylaxis	\$19,200	\$0	\$0	\$0	\$19,200	B
*	&	Expansion and Maintenance of Citizens Corps Programs	\$79,750	\$0	\$0	\$217,000	\$296,750	B
*		Advanced IED & WMD Defeat Program for Bomb Squads	\$120,000	\$156,354	\$0	\$0	\$276,354	RB
	&	Creation of a Statewide Citizen Preparedness Campaign	\$15,588	\$20,406	\$0	\$4,818	\$40,812	B
*	&	Task Force to Serve the Deaf and Hard of Hearing	\$77,099	\$65,365	\$0	\$2,936	\$145,400	M
			\$7,704,500	\$7,141,625	\$3,971,000	\$224,754	\$19,041,879	
Available			\$7,704,500	\$7,141,625	\$3,971,000	\$224,754	\$19,041,879	
Delta			\$0	\$0	\$0	\$0	\$0	

*UASI Investments
& CCP Eligible

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval authorizing staff to apply for a Recreation and Public Purposes Lease from the Bureau of Land Management for approximately 5 acres of land for APN 125-18-601-032 located in the vicinity of Farm Road and Tee Pee Lane (\$100 - Real Estate/Rental of Land) - Ward 6 (Ross)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Field Operations/Real Estate

Amount: \$100.00

Funding Source: Real Estate/Rental of Land

PURPOSE/BACKGROUND:

Staff has identified this site as ideal for a future public park location to meet the growing demands for recreation facilities to service current and future citizens in this area.

RECOMMENDATION:

Staff recommends approval and authorization of staff to execute any additional documents from the Bureau of Land Management necessary to maintaining this lease in good standing with the Bureau of Land Management.

BACKUP DOCUMENTATION:

Application

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

**APPLICATION FOR LAND
FOR
RECREATION AND PUBLIC PURPOSE**

FARM RD. & TEE PEE LN. NEIGHBORHOOD PARK

**CITY OF LAS VEGAS
LAS VEGAS, NEVADA**

Sept. 26, 2006

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

APPLICATION FOR LAND FOR
RECREATION OR PUBLIC PURPOSES

(Act of June 14, 1926, as amended; 43 U.S.C. 869; 869-4)

FORM APPROVED
OMB No. 1004-0012
Expires: June 30, 1996

Date 10-19-06	Serial Number (BLM use only)
Home phone (include area code)	

Business phone (include area code) (702) 229-1022
--

1a. Applicant's name City of Las Vegas	b. Address (include zip code) 400 Stewart Ave. Las Vegas, NV 89101
---	--

2. Give legal description of lands applied for (include metes and bounds description, if necessary)

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN
1/2 SW 1/4 SE 1/4 NE 1/4	018	019S.	60 E.	M.D.M., Nevada

County Clark	State of Nevada	Containing (acres) 5.0 acres
-----------------	--------------------	---------------------------------

3a. This application is for ☒ Lease ☒ Purchase (If lease, indicate year)

b. Proposed use is ☒ Public Recreation ☐ Other Public Purposes

4. Describe the proposed use of the land. The description must specifically identify an established or definitely proposed project. Attach a detailed plan and schedule for development, a management plan which includes a description of how any revenues will be used, and any known environmental or cultural concerns specific to the land.

See Attached Plan of Development

If applicant is State or Political subdivision thereof, cite your statutory or other authority to hold land for these purposes.
Authority is derived from Chapter 268 of NRS and the Charter for the City of Las Vegas adopted by the Nevada Legislature, Chapter 515, Statutes of Nevada 1971, p. 1063.

Attach a copy of your authority for filing this application and to perform all acts incident thereto.

If land described in this application has not been classified for recreation and/or Public purposes pursuant to the Recreation and Public purposes Act, consider this application as a petition for such classification.

ntinued on reverse)

LEGAL DESCRIPTION

LEGAL DESCRIPTION

Mount Diablo Meridian
T. 19S., R. 60E., Sec. 18
W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$
(approximately 5 acres)

SITE MAP

FARM RD. AND TEE PEE LN. NEIGHBORHOOD PARK

Site Map

Legend

-  Parcels
-  scl_majors
-  USA Parcels
-  Proposed Park Site

DONALD NELSON AVE.

TEE PEE LN.

FARM RD.

Facilities Management
Real Estate & Utilities



9/26/06

LOCATION MAP

FARM RD. & TEE PE LN. NEIGHBORHOOD PARK

Location Map

Legend

-  Beltway
-  scl_majors
-  Leased
-  Applied
-  USA Parcels
-  Proposed Park Site

PULI DR.

HUALAPAI WAY

GRAND TETON DR.

ELKHORN RD.

I215 BELTWAY

U.S.95

Facilities Management
Real Estate & Utilities



9/26/06

PLAN OF DEVELOPMENT

PLAN OF DEVELOPMENT

It is anticipated that the park site will be constructed in one phase. Work would include:

- Street Grading and Paving
- Off-site Improvements
- Street Striping and Signage and Signal Construction
- Site Earthwork
- Picnic Shelters
- Restrooms
- Walking Path
- Site Electrical
- Dumpsite Enclosure
- Landscaping
- Parking Lot

STATEMENT OF NEED

The City of Las Vegas is one of the fastest growing communities in the country and most of this growth has occurred in the northwest sector of the City. In 2004 it was projected that the future land use designated as Single Family Residential would increase by 30%. It is projected that the population will grow to an estimated 615,000 by the year 2010 and this tremendous growth is expected to continue for several more years.

As the City of Las Vegas continues to grow, increased demands will be placed upon the City to provide for new parks and recreation facilities for existing and future residents. By the same token, a great deal of growth is occurring in the areas in and near the northwest portion of the City.

It is imperative for the City of Las Vegas to plan, acquire and develop recreation facilities in a timely manner, and to ensure that these services will be available when needed. Due to revenue reform at the state and federal levels and the budget constraints of a growing community, the City finds it necessary to minimize the cost of park site acquisition.

It is intended that this project will provide a location where individual recreational needs will be possible. The park will be geared to all ages and abilities. The facility will include group picnic shelters, parking, restrooms and open space.

FUNDING

It is anticipated the City of Las Vegas will provide for the construction of the facilities with general funds, future park bonds, Residential Construction Impact Fees and developer contribution in lieu of fees.

MAINTENANCE

The City of Las Vegas agrees to maintain the park site in a satisfactory manner during development. Funding for maintenance and custodial services shall become a part of the annual operating budgets.

MANAGEMENT PLAN

The City of Las Vegas Agrees to the following commitments which will be incorporated by reference in the conveyance of the subject land:

1. To maintain the lands open without discrimination or favor.
2. To make no more than a reasonable charge for the use of facilities on the land (whether by concession or otherwise). The City Council will submit to the Bureau of Land Management a schedule of charges. All charges shall be subject to review for conformance with this requirement and appropriate modifications by the Secretary of the Interior or his delegate after reasonable notice and opportunity for hearing.
3. To develop and manage the land in accordance with the approved program of utilization submitted with this application.
4. To secure the approval of the Secretary of the Interior or his delegate on all plans of construction prior to commencing actual construction.
5. To maintain in satisfactory condition the facilities on this land.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Purchase and Sale Agreement whereby the Economic Opportunity Board of Clark County sells to the City of Las Vegas real property located at 951 E Street (\$850,000 plus closing costs - Affordable Housing/Acquisition Real Property) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Field Operations/Real Estate

Amount: \$850,000.00

Funding Source: Affordable Housing/Acquisition Real Property

PURPOSE/BACKGROUND:

The City desires to purchase real property in this area of Las Vegas for the future ability to develop new housing in an effort to revitalize the urban city core. A large portion of the existing buildings are boarded up and/or structurally unsound or are vacant and in disrepair, creating safety and health problems to the area and its residents. Over a period of time we hope to accumulate enough property to attract developers to build new housing.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Purchase and Sale Agreement

Motion made by GARY REESE to Strike Items 16, 73, 76, 77, 78, 82 and 84

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is entered into this _____ day of _____, 2006 by and between Economic Opportunity Board of Clark County ("Sellers"), and the City of Las Vegas (collectively the "Buyer").

Recitals

WHEREAS the Buyer desires to fully evaluate the Property described below for potential purchase, and Sellers desire to sell such Property to the Buyer on the terms and conditions set forth herein; and

WHEREAS Sellers desire to grant to the Buyer (irrevocable for a period of 90-days hereafter) a 90-day period within which Buyer shall have an option to purchase the Property on such terms and conditions;

NOW THEREFORE in consideration of the above recitals and the mutual covenants and conditions herein contained and in consideration of the amount of \$10,000.00 ("Earnest Money Deposit") to be deposited by Buyer into escrow, Sellers hereby irrevocably agree with Buyer to be bound by the terms of this Agreement for a period of 90-days from the date set forth above, and in perpetuity in the event the Property is fully approved within said 90-day period, as follows:

1.

PURCHASE AND SALE

1.1 Purchase and Sale.

(a) Subject to the terms and conditions of this Agreement, upon execution hereof by Buyer, Sellers hereby irrevocably offer (for a period of 90-days hereafter) to sell and convey to Buyer, the following described property (commonly known as APN 139-27-201-002, located at 951 E Street, Las Vegas, Nevada and herein called the "Property"). A Site Map of the Property depicting the parcel is attached hereto as Exhibit "A".

(b) Buyer agrees that property will continue to be operated as rental housing per 24CFR92.252. Buyer will comply with the remaining period of affordability (year 2025) which includes yearly certifications for income eligibility and rent restrictions and monitoring for property standards until the end of the period of affordability.

(c) Buyer agrees to sign an Agreement to Assignment and accept the Home Program conditions between Clark County and Buyer.

(d) Property is being purchased subject to current leases.

2.

PURCHASE PRICE

2.1 Purchase Price. The purchase price ("Purchase Price") for the Property shall be EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00) cash, and shall be paid by Buyer to Sellers at the Closing (as defined in Section 5.1), subject to the terms of this Agreement. The Earnest Money Deposit shall be deposited into escrow within 10-days of Sellers' execution of this Agreement and shall be applied toward the Purchase Price at Closing, or in the event of a breach hereof by Buyer following full approval of the Property as provided in Section 3.3, shall be paid to Sellers; and in all other cases to be returned to Buyer.

3.
CONDITIONS TO CLOSING

3.1 Evidence of Title.

(a) Title Commitment. Buyer shall receive, as soon as Escrow Agent can provide following opening of Escrow, a commitment for Title Insurance on the Property for an ALTA Owner's Title Policy, and legible copies of any restrictive covenants, easements and other items listed as title exceptions therein. Sellers shall disclose and provide to Escrow Agent and to Buyer, any and all information and documents in its possession related to such exceptions to title.

(b) Title Exceptions. Thereafter, Buyer shall have thirty (30) calendar days within which to approve or disapprove all title exceptions, including the information reflected therein. If Buyer declines the purchase, the parties agree to cancel escrow immediately and return the Earnest Money Deposit to Buyer. If Buyer disapproves of any such item by written notice to Sellers and Escrow Agent during such 30-day period, Sellers may either cure such item at Sellers' cost and expense or Sellers may notify Buyer and Escrow Agent in writing within 30 days of the written notice of disapproval, that Sellers will not cure said item, at which time and in such event Buyer shall thereafter have 20 days within which to notify Sellers and Escrow Agent in writing that Buyer agrees to take title subject to said previously disapproved item, or this Agreement shall be deemed null and void and cancelled as if never entered into. The title exceptions listed in the Commitment for Title Insurance, which Buyer approves pursuant to this Section 3.1, are hereinafter called the "Permitted Exceptions."

3.2 Inspection. Buyer may inspect the Property at any reasonable time during business hours during the above referenced periods. If such inspection reveals any fact or condition unacceptable to Buyer, Buyer shall notify Sellers and Escrow Agent of such unacceptable fact or condition and may terminate this Agreement, or may elect to further inspect and study such condition for a period of time up to an additional 90 days, using any means normally and professionally employed to inspect and evaluate such type of condition, and such 90-day extension shall also automatically extend the Buyer's option period as set forth in Section 1.1 above. In the event Buyer accepts the condition of the Property, the said inspection of the Property shall be deemed satisfactory to Buyer and Buyer shall Purchase the Property in its "as is" physical condition.

3.3 Expedited Approval And Closing. Buyer shall notify Escrow Agent and Sellers in writing of its approval of the Permitted Exceptions and acceptance of the Property's condition prior to the expiration of the periods referenced above (collectively "full approval of the Property"), and in such event, Closing shall proceed as soon as Escrow Agent can accomplish the Closing.

3.4 Termination. If this Agreement is terminated pursuant to Section 3.1 or 3.2 above, the Buyer shall pay the Escrow Agent's cancellation fees and charges from the Earnest Money Deposit, with the remainder being returned to Buyer, and no party shall have any further obligations under this Agreement.

4.
REPRESENTATIONS OR WARRANTIES

4.1 Representations and Covenants of Sellers. Sellers represent, warrant and covenant to Buyer as follows:

(a) To the best of Sellers' knowledge Sellers have the authority to own and convey the Property and to enter into and comply with this Agreement.

(b) To the best of Sellers' knowledge, this Agreement and all documents executed by Sellers which are to be delivered to Buyer at the Closing are and at the Closing will be, provided Buyer has duly executed those documents requiring Buyer's signature, legal, valid, and binding obligations of Sellers, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Sellers are a party or to which Sellers or the Property is subject.

(c) To the best of Sellers' knowledge, there are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Sellers or the Principals of Sellers.

(d) To the best of Sellers' knowledge, Sellers have not granted to any person, firm or corporation or other entity other than Buyer, any right or option to acquire the Property or any part thereof that has not heretofore terminated.

(e) To the best of Sellers' knowledge Sellers have no actual, current knowledge of any presence, use, generation, storage or disposal of any hazardous or toxic substances, wastes or pollutants on or under the Property, or of any underground storage tanks located on the Property.

(f) To the best of Sellers' knowledge, the party or parties executing this Agreement on behalf of Sellers have been duly authorized and are empowered to bind Sellers to this Agreement, and all consents which are required for Sellers' execution and delivery of this Agreement have been obtained by Sellers.

(g) To the best of Sellers' knowledge, prior to Closing, Sellers covenant to take no action to cause any of Sellers' representations and warranties in this Section 4.1 to become untrue.

4.2 Survival. The provisions of this Article 4 shall be deemed to survive the Closing.

5. CLOSING

5.1 Closing. The closing ("Closing") shall be held at Old Republic Title Company, (the "Escrow Agent") office at 8650 West Tropicana Avenue Suite A203 Las Vegas, Nevada on the date which is agreeable to the parties, (the "Closing Date"), unless the Agreement is terminated pursuant to the terms hereof. In the event Buyer notifies Escrow Agent of its full approval of the Property, Escrow Agent shall close escrow as soon as Closing can be accomplished. A copy of this Agreement shall be provided by Buyer to the Escrow Agent and shall constitute the escrow instructions to close the transaction as soon as all matters necessary to close escrow under the terms of this Agreement have been fulfilled. The parties shall execute any additional escrow instructions deemed necessary by the Escrow Agent. The deed shall be as directed by Escrow Agent to conform to the requirements of this Agreement. The parties shall execute all documents and provide the payments necessary to close escrow in a timely manner. Escrow Agent shall provide to the Buyer the policy of Title Insurance requested by Buyer, at Close of Escrow. Escrow Agent shall record the Grant, Bargain Sale deed to convey the Property to Buyer and shall deliver any funds due Sellers under the terms of this Agreement at Closing.

5.2 Sellers' Obligations at Closing. By Closing, Sellers shall deliver to Escrow Agent the following documents:

(a) Deed. Grant, Bargain and Sale Deed (the "Deed") prepared by Escrow Agent and executed by Sellers conveying the Land to Buyer subject only to the Permitted Exceptions;

(b) Evidence of Authority. Copy of Sellers resolutions or other documents required by Escrow Agent, certified by Sellers as true and complete, as of the Closing Date, so as to evidence the authority of the persons signing the Deed and other documents to be executed by Sellers at Closing and the power and authority of Sellers to convey the Property to Buyer in accordance with this Agreement;

(c) Foreign Person. An affidavit of Sellers certifying that Sellers is not "foreign persons" as defined in the federal Foreign Investment in Real Property Tax Act of 1980;

(d) Other. Any other documents deemed necessary by the Escrow Agent for the Closing.

5.3 Buyer's Obligations at Closing. Buyer shall deliver to Escrow Agent the following:

(a) Purchase Price. The Purchase Price by cashier's check or wire transfer of immediately available funds prior to the Closing Date, or such earlier time as may be required by Escrow Agent; and;

(b) Any other documents deemed necessary by the Escrow Agent for the Closing.

5.4 Proration. Rents and real estate taxes and assessments (including known and unknown matters whether discovered before or after closing, recapture taxes and any other costs) shall be prorated to the date of Closing. This paragraph shall survive the Closing.

5.5 Possession. Possession of the Property shall be delivered to Buyer at Closing and subject to the Permitted Exceptions.

5.6 Closing Costs. Except as otherwise expressly provided herein, Buyer shall pay, on the Closing Date, the title insurance premium for an ALTA Owner's Policy or other type of policy requested by Buyer, and the parties shall divide and pay the ordinary escrow fees, recording costs and other customary charges of the Escrow Agent, all as is customary in Clark County, Nevada. Each party shall pay its own attorneys' fees, if any.

6. DEFAULT

6.1 Breach by Sellers. If Sellers breach this Agreement, Buyer may terminate or rescind this Agreement in its sole and exclusive discretion, or may pursue any other legal remedies at law or equity, including specific performance. In the event of any breach by Sellers, Sellers shall also be liable to Buyer for any actual, consequential or other damages.

6.2 Breach by Buyer. If Buyer breaches this Agreement, Sellers shall be entitled to terminate or rescind the Agreement in their sole discretion, and in addition to any other remedies available at law or equity, the Agreement may be specifically enforced by Sellers pursuant to its terms.

7. FUTURE USE

7.1 From the date of execution of this Agreement by Sellers for a period of 90-days, and upon full approval of the Property by the Buyer until the Closing or earlier termination of this Agreement:

(a) Maintenance, Litigation. Sellers (i) will keep and maintain the Property in its condition as of the date of this Agreement (reasonable wear and tear excepted), and (ii) will use their best effort promptly to advise Buyer of any matters directly affecting the Property arising after the date of this Agreement.

(b) Contracts. Sellers will not, without the prior written consent of Buyer, modify, enter into, or renew any contract or other action affecting the Property which cannot be cancelled upon Closing.

8. MISCELLANEOUS

8.1 Notice. Whenever this Agreement requires or permits any delivery, consent, approval, notice, request, or demand from one party to the other (collectively "Notice"), such Notice must be in writing to be effective and shall be effective on the date of actual receipt of such Notice by the addressee or when the attempted initial delivery is refused or when it cannot be made because of a change of address of which the sending party has not been notified. The following shall, without limitation, be prima facie evidence of actual receipt of Notice by the addressee: (a) if mailed, by a United States certified mail return receipt, signed by the addressee or the addressee's agent; (b) if by telegram, by a telegram receipt signed by the addressee or the addressee's agent; or (c) if hand-delivered, by a delivery receipt, signed by the addressee or the addressee's agent. The parties' respective addresses for delivery of any Notice are set forth below unless another address is designated in writing by any party to the other.

IF TO BUYER: City of Las Vegas
Attn: Real Estate Superintendent
400 Stewart Avenue, 4th floor
Las Vegas, Nevada 89101

IF TO SELLERS: Economic Opportunity Board of Clark County
Attn: Dr. James Lester Murray, Executive Director
330 West Washington
Las Vegas, Nevada 89106

8.2 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties or any representations made by either party relative to the subject matter hereof which are not expressly set forth herein.

8.3 Amendment. Only a written instrument executed by the parties hereto (including the Buyer) may amend this Agreement.

8.4 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

8.5 Time of Essence. Time is of the essence of this Agreement. However, if the final date of any period which is not set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the law of the United States or the State of Nevada, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

8.6 Governing Law. The laws of the State of Nevada and the applicable federal laws of the United States shall govern this Agreement.

8.7 Successors and Assigns. This Agreement shall bind and inure to the benefit of Sellers and Buyer and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Sellers shall not assign any of their rights or obligations under this Agreement without the prior written consent of Buyer. Buyer may freely assign its rights and obligations under this Agreement to a Nominee in writing.

8.8 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

8.9 Attorneys' Fees. In the event either party hereto files suit to concerning this Agreement or any provision contained herein, each party shall bear its own attorney's fees and costs.

8.10 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

8.11 Date of This Agreement. As used in this Agreement, the terms "Effective Date", "date of this Agreement", or "date hereof" shall mean and refer to the date this Agreement is executed by the Sellers and Buyer and entered into the first paragraph.

8.12 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Sellers warrant that it has disclosed, on the form attached hereto as Exhibit "B", all principals, including, partners of Sellers as well as all persons and entities holding more than 1% interest in Sellers or any principal of Seller. Throughout the term hereof, Sellers shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

8.13 Modifications or Amendments. This Agreement may not be amended or modified except by a written instrument executed by the parties hereto. Upon approval of this Agreement by the City Council and after it has been fully signed and executed by all parties, the Superintendent of the Real Estate & Utilities Section in conjunction with the City Clerk shall have the authority on behalf of the Seller to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Agreement such as amendments, escrow document signature authority, adjustments to monetary revenue or expenditures not to exceed ten thousand dollars (\$10,000), filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office.

WHEREFORE the Sellers and Buyer have executed this Agreement the date first above written, and upon full approval hereof and ratification by the Buyer, shall be ratified by the Buyer indicating the date of such final approval.

ATTEST:

"Buyer" CITY OF LAS VEGAS

BARBARA JO RONEMUS, CITY CLERK

OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

Thomas R. Green 9/26/06
DEPUTY CITY ATTORNEY

"Seller" ECONOMIC OPPORTUNITY BOARD

Dr. James Lester Murray
DR. JAMES LESTER MURRAY, EXECUTIVE DIRECTOR

NOTES

This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE (1"=100') WHEN MAP REDUCED FROM 11X17" ORIGINAL

MAP LEGEND

AVERAGE OR VALUE 38

ASSESSOR'S PARCELS - CLARK CO., NV
M. W. Schofield, Assessor

PARCEL BOUNDARY
SUBD BOUNDARY
ROAD EASEMENT
PM/LO BOUNDARY
NON-PARCEL LOT LINE
WATCH LINE / LEADER LINE
ROAD ID NUMBER

PARCEL NUMBER
ACREAGE
PARCEL SUB/SCO NUMBER
PLAT RECORDING NUMBER
BLOCK NUMBER
LOT NUMBER
GOV LOT NUMBER

T20S R61E
27
S 2 NW 4
139-27-2

Scale: 1"=200' Rev: 07/24/06



EXHIBIT "A"

TAX DIST 200,204

EXHIBIT "B"
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	Contracting Entity (Name)	Block 2	Description
Economic Opportunity Board		Subject Matter of Contract/Agreement: Purchase and Sales Agreement	
Name	<i>ECONOMIC OPPORTUNITY BOARD OF CLARK COUNTY</i>		
Address	<i>330 W. WASHINGTON LAS VEGAS, NV 89106</i>		
EIN or Social Security #	<i>88-0096-051</i>		

Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Non-Profit Corporation	

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	<i>LAWRENCE WEEKLY CHAIRMAN OF THE BOARD</i>	<i>330 W. WASHINGTON LAS VEGAS, NV 89106</i>	<i>702-648-0104</i>
2.	<i>REVEREND MARION BENNET BOARD MEMBER</i>	↓	↓
3.	<i>LINDA HARRIS BOARD MEMBER</i>		
4.	<i>DR. JAMES LESTER MURRAY EXECUTIVE DIRECTOR</i>		
5.	<i>LISTER I. CHUA DIRECTOR OF FINANCE</i>		
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5

Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

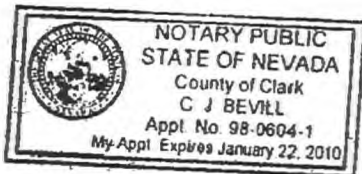
Mr. James Leste Murray
Name

9/26/06
Date

Subscribed and sworn to before me this 26th
day of

September, 2006.

C. J. Beville
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of an Easement and Rights-of-Way from the City of Las Vegas to the Las Vegas Valley Water District to cancel and supersede the Easement and Rights-of-Way previously on record for drainage pipeline purposes to service APNs 125-21-701-011 and 125-21-601-009 commonly known as Centennial Hills Community Center located in the vicinity of Deer Springs Way and Buffalo Drive - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

A necessary part of this project includes ingress and egress purposes for a drainage pipeline to service the future Centennial Hills Community Center.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Easements and Rights-of-Way
2. Site Map

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

A.P.N. 125-21-701-011
125-21-001-009

EASEMENTS AND RIGHTS-OF-WAY

ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

City of Las Vegas

400 Stewart Avenue, Las Vegas, NV 89101

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE**.

WITNESSETH:

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

The **GRANTOR(S)**, its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;
2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and
3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR(S)**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**.

A.P.N. 125-21-701-011 and 125-21-601-009

GRANTOR: City of Las Vegas

Signator for **GRANTOR(S)** warrant that they have the legal authority to bind the parties hereto and **GRANTOR(S)** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/her/their hand/hands this ____ day of _____, 20____.

ATTEST:

BY: OSCAR B. GOODMAN
TITLE: MAYOR

BARBARA JO RONEMUS
CITY CLERK

STATE of _____)
) ss.
COUNTY of _____)

APPROVED AS TO FORM

Thomas R. Green 9/26/06
Thomas R. Green Date
Deputy City Attorney

On _____, 20____, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared _____ known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

Notary Public

FOR LVVWD USE ONLY

RECORDED FOR
LAS VEGAS VALLEY WATER DISTRICT
1001 S VALLEY VIEW BLVD.
LAS VEGAS, NEVADA 89153
RETURN TO - WILL CALL

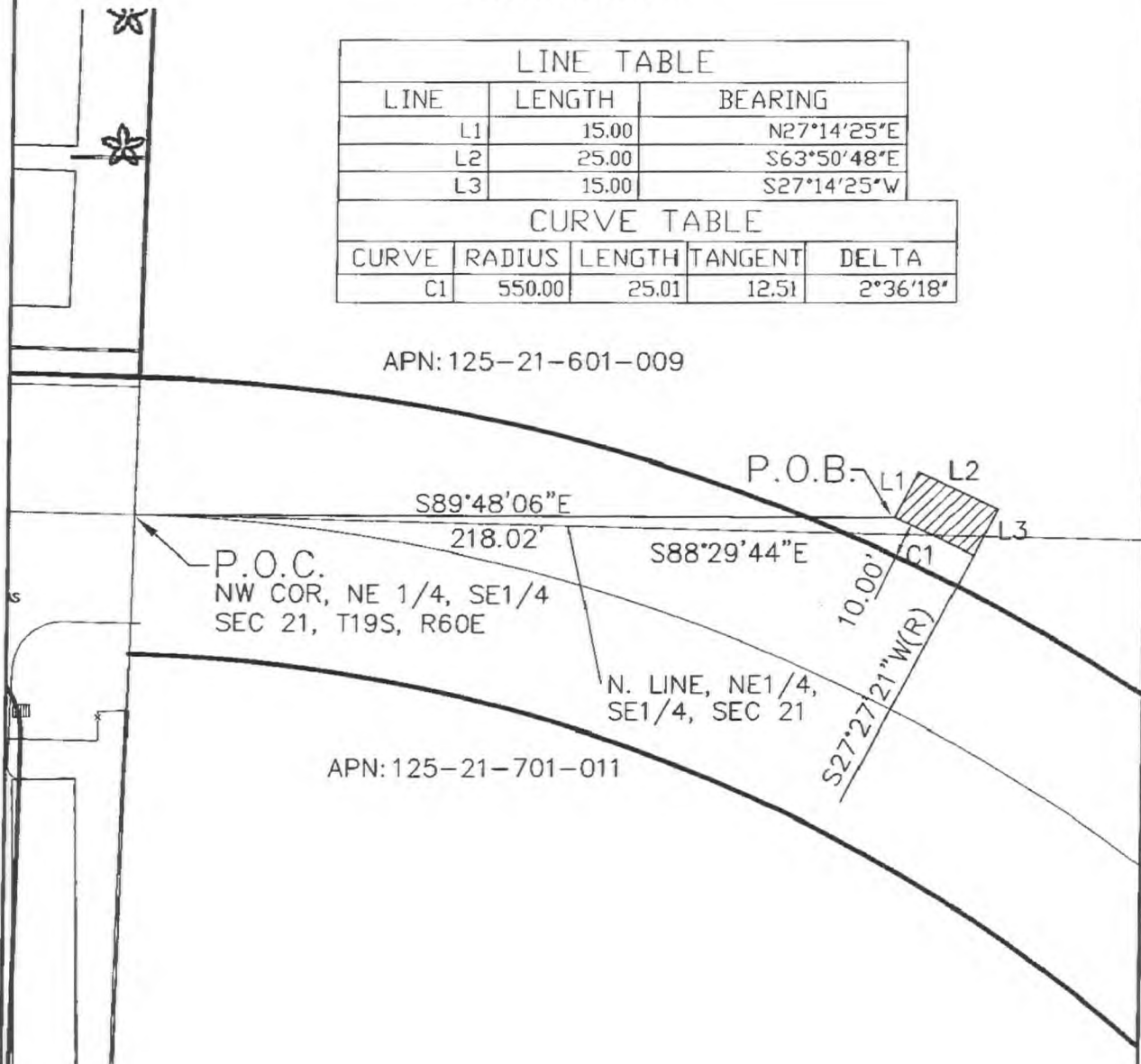
Notary Stamp/Seal Above

LVVWD WATER EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	15.00	N27°14'25"E
L2	25.00	S63°50'48"E
L3	15.00	S27°14'25"W

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	550.00	25.01	12.51	2°36'18"

APN: 125-21-601-009



APN: 125-21-701-011

G:\05255-a centinnial hills park\SURVEY\WL-EASEMENT.dwg 9/21/2006 11:55:18 AM PDT

EXHIBIT A



ENGINEERS, LAND SURVEYORS, PLANNERS
LANDSCAPE ARCHITECTS

POGGEMEYER DESIGN GROUP

2601 NORTH TENAYA WAY LAS VEGAS, NEVADA 89128 (702) 255-8100

SCALE	1"=50'
JOB NO.	05255A
DATE	08-06-06
DRAWING NO.	1
OF	1



Site Map

Legend

- Street Centerline
- Parcels
- City of Las Vegas
- Leased
- Applied

Facilities Management
Real Estate & Utilities



9/28/06

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right of Entry previously on record and continue to allow Nevada Power Company access to the sites for electrical systems needs at 633 and 655 North Mojave Road, commonly known as the Fire Training Center and Animal Foundation of Nevada, APNs 139-25-405-008 and 139-25-801-004 - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This Grant of Easement cancels and supersedes the Right of Entry previously on record and will continue to allow Nevada Power Company access to the sites for electrical facilities needs.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Grant of Easement
2. Right-of-Entry

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

Minutes:

Under Item 12, LARRY HAUGSNESS, Director of Field Operations, noted that Item 18 should reflect correct Ward 3.

APN: 139-25-405-008
139-25-801-004

When recorded mail to:
Land Services MS 9
Nevada Power Company
P.O. Box 98910
Las Vegas, NV 89151-0001

GRANT OF EASEMENT

I(WE) **CITY OF LAS VEGAS, a municipal corporation of the State of Nevada**, for One Dollar and other valuable consideration, do hereby grant and convey to **NEVADA POWER COMPANY** its successors and assigns, the right to construct, to operate, to add to, to maintain, and to finally remove underground electric system(s), consisting of duct lines, manholes, vaults, wires, cables, transformer installation above or below ground surface, service boxes, and other fixtures and apparatus, or any thereof, for the transmission and distribution of electricity and/or communications cable upon, over, under, and across the parcel(s) hereinafter described and the right of ingress and egress to and over the said parcel(s); together with the right to clear and keep cleared any obstruction from the surface or subsurface as may be deemed necessary to insure the safe and proper operation of said electric system(s).

The above referred to parcel of land, in the County of Clark, State of Nevada, is that portion of the South Half of the South Half (S1/2 S1/2) of Section 25, Township 20 South, Range 61 East, M.D.B.&M., more particularly described as follows:

SEE ATTACHED EXHIBITS "A" AND "B".

RW# 0746-06rbt WO# 98653 (Animal Shelter & Spray)
Reference Document: 61:330751

The Grantor(s) retain(s) the right to fence, plant, pave, landscape, maintain, alter or otherwise improve and to so use said parcel(s) for their own purposes so long as such use is consistent with the National Electric Safety Code and standard electrical practices and does not interfere with the rights herein granted. Property owner shall not permit the construction or placement of any structures within easement area, including, but not limited to, parking canopies, storage buildings and covered facilities without the written consent of Nevada Power Company.

WITNESS my (our) hand(s) this _____ day of _____, 20____.

APN: 139-25-405-008;
139-25-801-004

CITY OF LAS VEGAS

ATTEST:

BY: OSCAR B. GOODMAN
TITLE: MAYOR

BARBARA JO RONEMUS
CITY CLERK

APPROVED AS TO FORM

Thomas R. Green 9/27/06
DEPUTY CITY ATTORNEY
Thomas R. Green

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20____, before me,
_____, a Notary Public, personally appeared
_____, personally
known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) who executed the within instrument as _____
_____ on behalf of _____
the corporation, partnership, limited liability company therein named,
and acknowledged to me that the corporation, partnership, limited liability
company executed it.

Notary Public

Notary Seal:

RW# 0746-06rbt WO# 98656 (Animal Shelter & Spray)

EXHIBIT A

That portion of the South Half of the South Half (S1/2 S1/2) of Section 25, Township 20 South, Range 61 East, M.D.B.&M., more particularly described as follows:

That portion of Lot One (1) of map filed in book 106 of Parcel Maps, Page 75 recorded in Book 20040308 as Document No. 01785 in the Official Records of Clark County, TOGETHER WITH that portion of Lot Two (2) of map filed in Book 100 of Parcel Maps, Page 68 recorded in Book 20010604 as Document No. 01341 in the Official Records of Clark County, Nevada described as follows:

Centerline No. 1:

A strip of land 10.00 feet in width being 5.00 feet on each side of the following described centerline.

COMMENCING at the most easterly southeast corner of Lot One (1) of said parcel map filed in Book 106 of Parcel Maps, Page 75, thence along the south line thereof North 88°41'44" West a distance of 132.59 feet to a point; thence North 01°18'16" East a distance of 5.00 feet to a point hereinafter called Point "A", said point being the POINT OF BEGINNING; thence along a line 5.00 feet northerly of and parallel to said south line of said Lot One (1) North 88°41'44" West a distance of 364.13 feet; thence South 00°28'56" West a distance of 54.72 feet to the POINT OF ENDING.

The sideline boundaries of said strip are to be lengthened or shortened so as to meet at all angel points.

Centerline No. 2:

A strip of land 10.00 feet in width being 5.00 feet on each side of the following described centerline.

COMMENCING at the above described Point "A", thence North 03°30'02" West a distance of 37.37 feet to a point hereinafter described as Point "B", said point being the POINT OF ENDING.

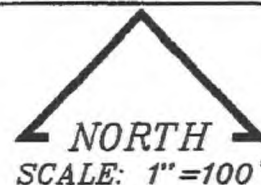
The sideline boundaries of said strip are to be lengthened or shortened so as to meet at the south line of said Lot One (1) and the boundaries of Centerline No. 3.

Centerline No. 3:

A strip of land 12.50 feet in width being 6.25 feet on each side of the following described centerline.

COMMENCING at the above described Point "B", thence North 04°01'40" West a distance of 11.96 feet to the POINT OF ENDING.

SOUTH 00°30'53" EAST BEING A PORTION OF THE CENTERLINE OF MOJAVE ROAD LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. CLARK COUNTY, NEVADA AS SHOWN BY A MAP ON FILE IN FILE 106, PAGE 75 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.



FOUND ALCAP
"PLS 7008"

LOT 1
PER PARCEL MAPS
FILE 106, PAGE 75

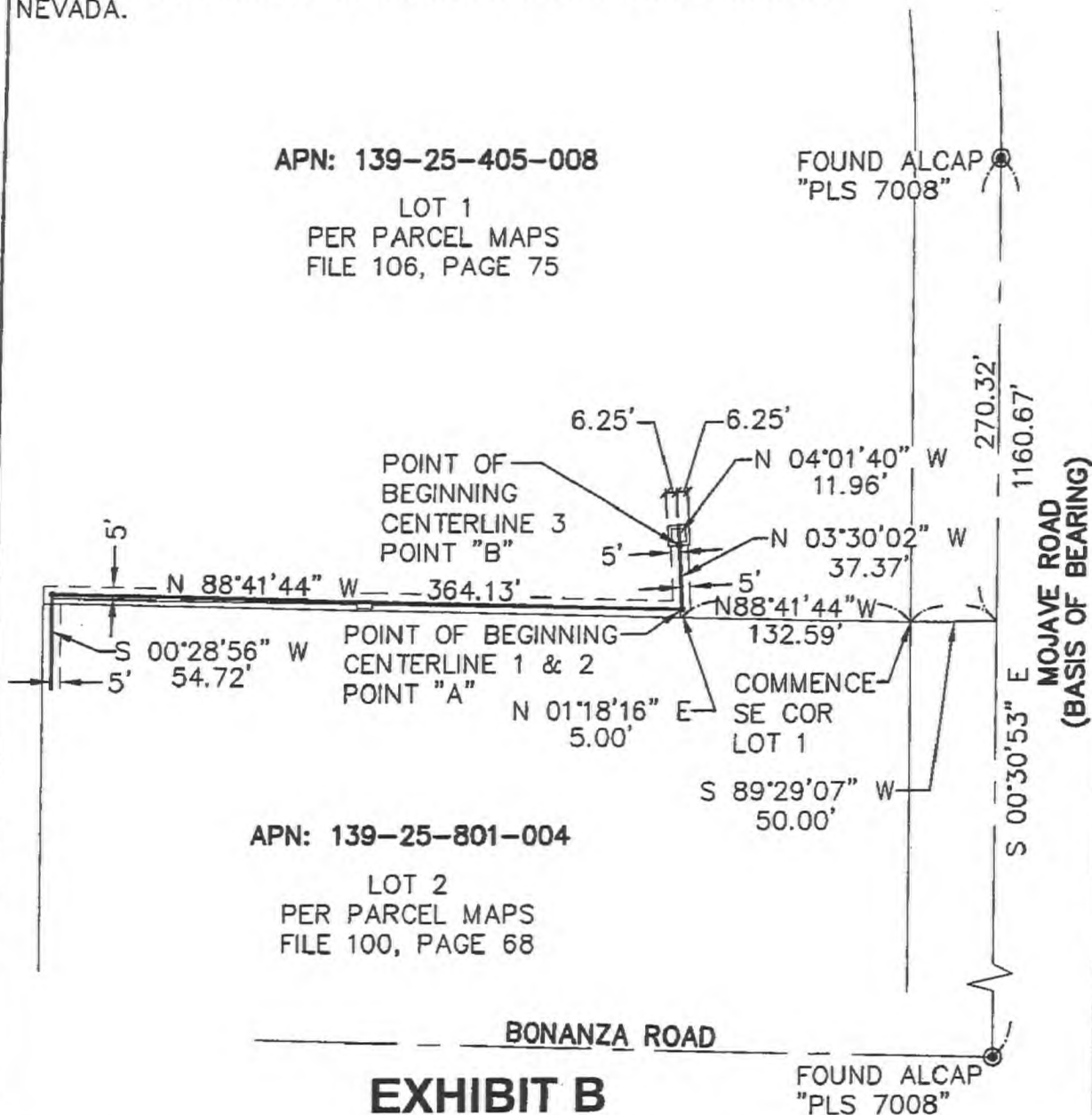


EXHIBIT B

FOUND ALCAP
"PLS 7008"



**NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151,
6226 WEST SAHARA AV., (702) 367-5000**

TITLE:
ANIMAL SHELTER
& SPRAY

DESCRIPTION:
EXHIBIT MAP TO
ACCOMPANY LEGAL
DESCRIPTION

SEC:25 T:20 S R:61 E
SURVEYOR: L.D./G.E./T.K./J.F.
DRAWN BY: AJ
CHECKED BY: RH

DATE: 08-29-06
PROJECT ID:
98653

RIGHT OF ENTRY

I (We) **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada

for and in consideration of One Dollar (\$1.00) receipt of which is hereby acknowledged, permission is hereby granted to NEVADA POWER COMPANY and/or their agents and/or contractors to enter in and upon land described as a portion of Lots 1, 2, and 3 per File 89 of Parcel Maps, Page 53, recorded July 24, 1997, as Document No. 01295 in Book 970724, Official Records, Clark County, Nevada, being located in the South Half of the South Half (S ½ S ½) of Section 25, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, for the purpose of installing, energizing and maintaining electrical facilities over, under, across and upon said premises as shown on Nevada Power Company Work Request Number: 98653 APN: 139-25-405-003, 004; 139-25-801-002 ROE: 201-001cg Job Name: Animal Shelter & Spray

NEVADA POWER COMPANY will pay for damages, if any, sustained to the above described property as a result of the negligence of NEVADA POWER COMPANY and/or their agents and/or contractors related to the above described Work Request.

When a standard easement is prepared upon completion of the work on (my, our) property, (I, we) will execute your standard form GRANT OF EASEMENT, to describe the area and location of the work.

This agreement shall be binding upon my successors, heirs and assigns.

WITNESS my (our) hand(s) this 24th day of Aug, 2000.

CITY OF LAS VEGAS

Michael Sheldon Chief
BY: Michael Sheldon TITLE:

BY:

TITLE:

STATE OF NEVADA)

COUNTY OF CLARK)

On this 24th day of Aug,

2000, before me, a Notary Public in and for said

State, personally appeared

Michael Sheldon

personally known (or proven satisfactorily) to me to be the person who executed the above instrument, and acknowledged to me that he executed the same for the purposes herein stated.

Carol S. Sullivan
Notary Public

COPY



Notary Public Statement and/or Seal

roe:rev. 11/22/95

MAIL TO:

LAND SECTION
NEVADA POWER COMPANY
P.O. BOX 230
LAS VEGAS, NV 89151

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Finance and Business Services

Amount: \$29,782,373.67

Funding Source: All Funds

PURPOSE/BACKGROUND:

In compliance with the City's Municipal Code, 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance and Business Services Department.

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

Summary of Cash Expenditures for the period 9/16-9/30/06

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

City of Las Vegas

Summary of Cash Expenditures

For period of 9/16-9/30/06

Total Services & Materials Checks :	\$9,798,766.02
Total Services & Materials EFT Payments :	\$3,789,396.78
Total Wire Transfers:	\$9,621,305.65
Total Payroll Checks:	\$6,572,905.22

Grand Total:	\$29,782,373.67
--------------	-----------------

I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.



Mark R. Vincent
Director of Finance



Barbara Ronemus
City Clerk

On OCTOBER 18, 2006, the City Council approved the above cash expenditures.



Oscar B. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event License for Crofts & Miller, Inc., Location: Ice House Pub, 650 South Main Street, Dates: October 20 - 21 and November 17 - 18, 2006, Type: Special Event General, Event: Concert Series, Responsible Person In Charge: John Barrett - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Special Event License for St. Francis de Sales Catholic Church, Location: Church Campus, 1111 North Michael Way, Dates: October 22, 2006, Type: Special Event General, Event: Fourth Annual Int'l Carnival and Bazaar Fundraiser, Responsible Person In Charge: Norm Heter, Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License.

RECOMMENDATION:

Recommend approval.

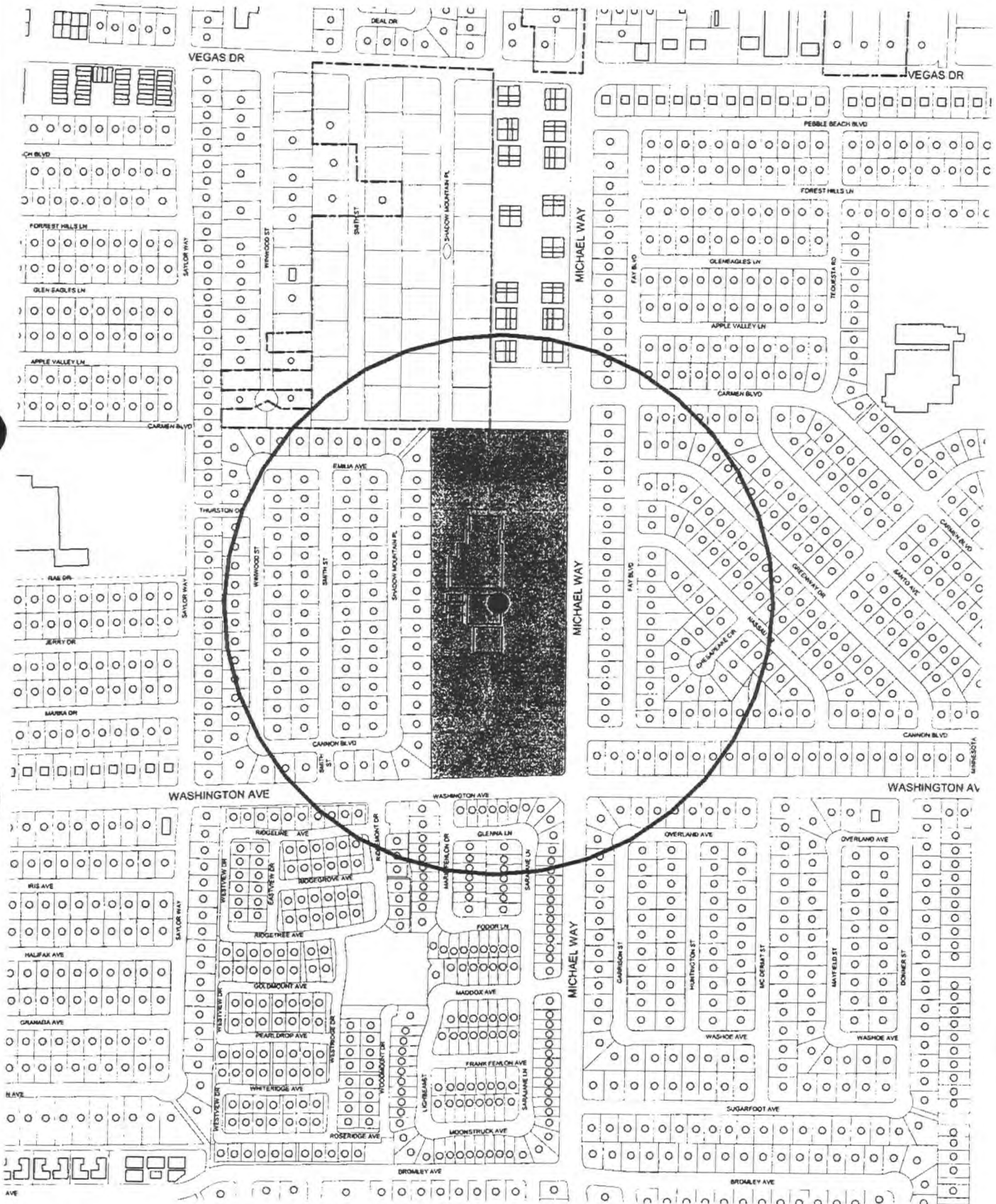
BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with a correction to Item 18 to reflect Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

ST. FRANCIS CATHOLIC CHURCH FES



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Change of Ownership for a Tavern License subject to Health Dept. regulations,
From: Meatheads, LLC, dba Meatheads 1, To: The Bunkhouse, LLC, dba Meatheads 1, 1121
South Decatur Boulevard, Suite 120, Charles J. Fox, Mgr, Mmbr, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Ownership for a Tavern License.

RECOMMENDATION:

Recommend approval.

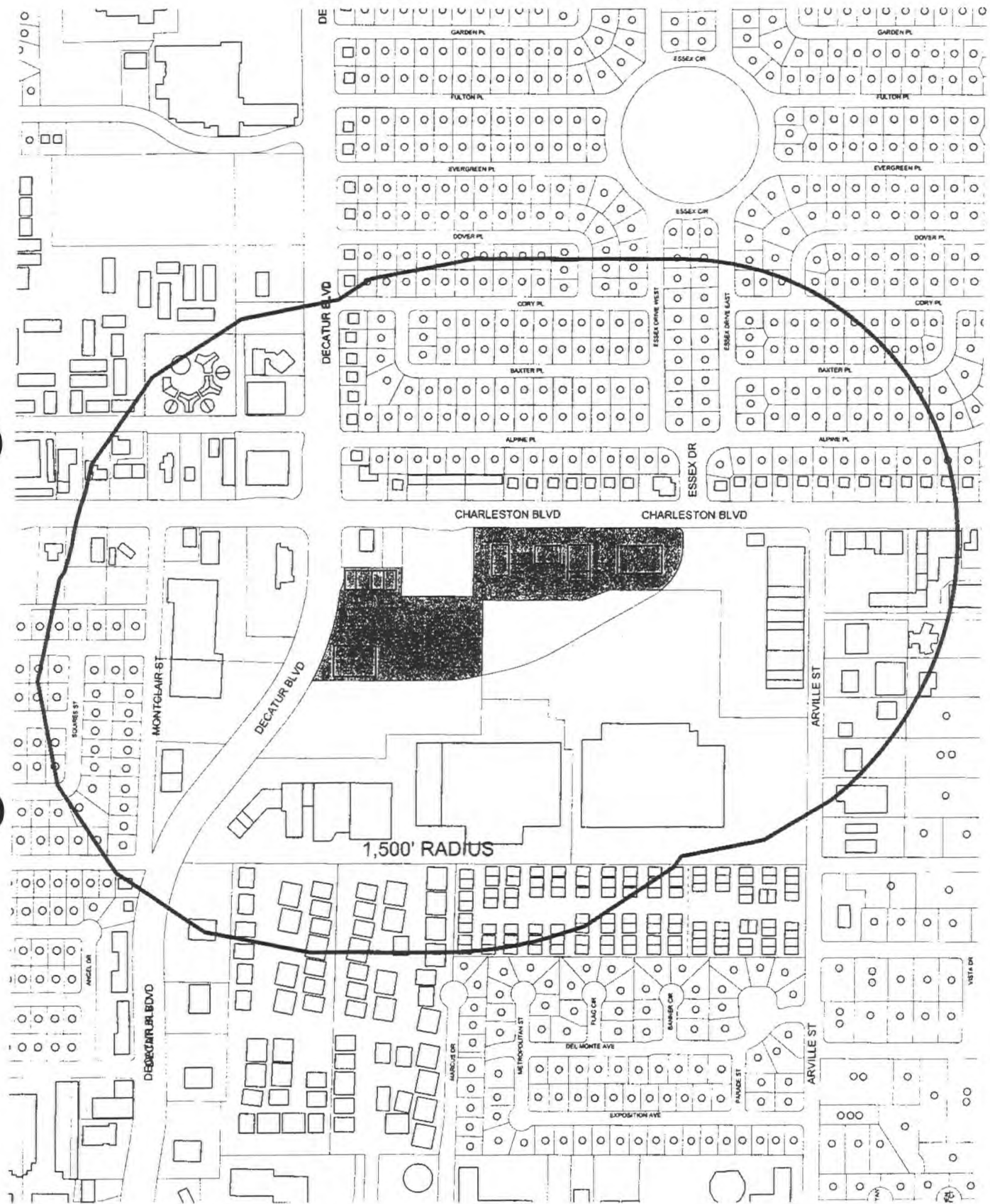
BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

MEATHEADS I



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Principal to Participate in Gaming Revenue for a Restricted Gaming License for 7 slots subject to approval by the Nevada Gaming Commission, Red Card, LLC, db at Convenience Super Store, 8490 Westcliff Drive, Murray L. Petersen, Mgr, Mmbr, 100% - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Approval Principal to Participate in Gaming Revenue for a Restricted Gaming License for 7 slots.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Locksmith License subject to the provisions of the planning and fire codes, Mega Locksmith, Inc., dba Mega Locksmith, Inc., 2800 West Sahara Avenue, Suite 1-K, Meir B. Hashalom, Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Locksmith License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

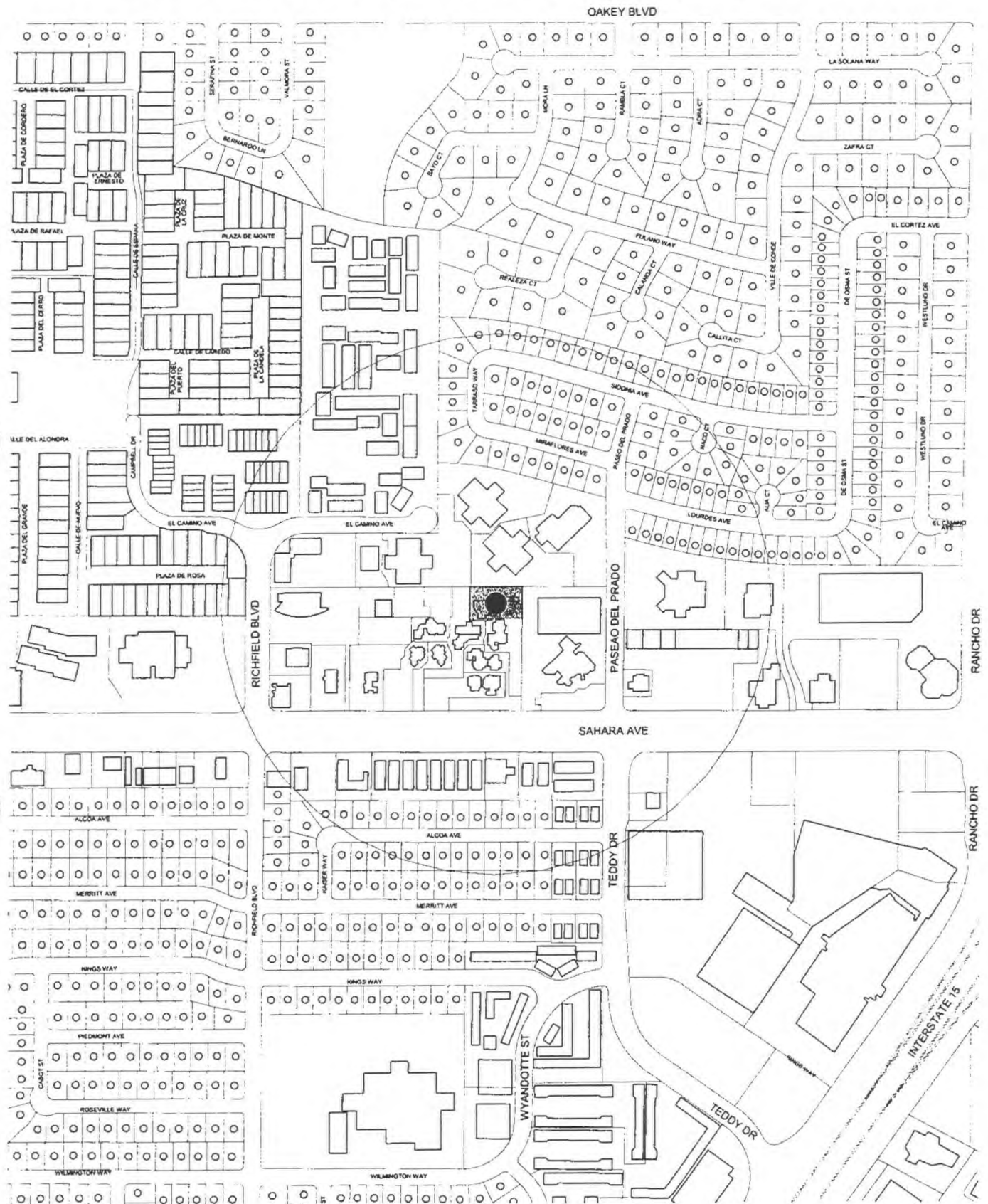
Map

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

MEGA LOCKSMITH, INC



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a new Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, Assaf Cohen, dba Family Jiu-Jitsu, 3281 North Decatur Boulevard, Suite 170, Assaf Cohen, 100% - Ward 6 (Ross)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Martial Arts Instruction Business License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

FAMILY JIU-JITSU



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☒ **Consent** ☐ **Discussion****SUBJECT:**

Approval of revision to Purchase Order No. 220558 for Annual Requirements Contract for Asphaltic Concrete Pavement Reconstruction - Department of Public Works - Award recommended to: SOUTHERN NEVADA PAVING, INC. (\$600,000 - General Fund)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Dept./Division: Public Works****Amount: \$600,000****Funding Source: General Fund****PURPOSE/BACKGROUND:**

On March 20, 2002 Council approved the award of Bid No. 01.1762.05-RC (Revised) to Southern Nevada Paving, Inc. for an annual requirements contract for Asphaltic Concrete Pavement Reconstruction with an estimated annual amount of \$803,820 for the original period from date of award through March 31, 2003 with four one-year renewal options. The current annual amount of this contract is \$1,103,820. This revision is required to cover additional road work associated with the upcoming "Las Vegas Champ Car Race" and is a one time increase for this option year. Pursuant to the agreement between the City of Las Vegas and Vegas Grand Prix, LLC, dba Vegas Grand Prix, the City will be reimbursed a portion of the cost associated with this work.

PCC: L.E. Davis

POC: Richard Riddle - (702) 876-5226

RECOMMENDATION:

That City Council approve the issuance of a revision to Purchase Order No. 220558 in the amount of \$600,000 to Southern Nevada Paving, Inc. for a revised total amount of \$1,703,820. The original contingency reserve set by Finance and Business Services will remain unchanged at \$396,181.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of revision to Purchase Order No. 218379 for Annual Requirements Contract for Asphalt Overlay - Department of Public Works - Award recommended to: SOUTHERN NEVADA PAVING, INC. (\$1,100,000 - General Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Public Works

Amount: \$1,100,000

Funding Source: General Fund

PURPOSE/BACKGROUND:

On July 3, 2002 Council approved the award of Bid No. 02.1762.03-RC (Revised) to Southern Nevada Paving, Inc. for an annual requirements contract for Asphalt Overlay including four one-year renewal options. The current annual amount of this contract is \$1,700,000. This revision is required to cover additional road work associated with the upcoming "Las Vegas Champ Car Race" and is a one-time increase for this option year. Pursuant to the Agreement between the City of Las Vegas and Vegas Grand Prix, LLC dba Vegas Grand Prix, the City will be reimbursed a portion of the cost associated with this work.

PCC: L.E. Davis

POC: Richard Riddle - (702) 876-5226

RECOMMENDATION:

That City Council approve the issuance of a revision to Purchase Order No. 218379 for Annual Requirements Contract for Asphalt Overlay to Southern Nevada Paving, Inc. in the amount of \$1,100,000 for a revised total amount of \$2,800,000.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

GARY REESE, STEVE WOLFSON, OSCAR B. GOODMAN, LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Agreement No. 07-16514, Engineering Design Services Agreement for Hoover Avenue and Casino Center Boulevard Streetscape Improvements - Department of Public Works - Award recommended to: CARTER & BURGESS, INC. (\$308,988 - Parks and Leisure Activities Capital Projects Fund) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Public Works

Amount: \$309,988

Funding Source: Parks and Leisure Activities Capital Projects Fund

PURPOSE/BACKGROUND:

This project consists of the design and preparation of contract drawings and special provisions for the Hoover Avenue and Casino Center Boulevard Streetscape Improvements. The proposed improvements will provide connectivity between existing streetscape improvements and improvements that will be constructed with the Newport Condominiums and Hoover Avenue and create improvements on Casino Center.

PCC: D. Collins

POC: Della Mosier - (702) 938-5400

RECOMMENDATION:

That City Council approve Agreement No. 07-16514, Hoover Avenue and Casino Center Boulevard Streetscape Improvements to Carter & Burgess, Inc. in the amount of \$308,988. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with a correction to Item 18 to reflect Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

**Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	Contracting Entity
	Carter & Burgess, Inc.
Name	6655 Bermuda Road Las Vegas, Nevada 89119
Address	
Telephone	(702) 938-5400
	75-1246210
EIN or DUNS	

Block 2	Description
	Subject Matter of Contract/Agreement:
	ENGINEERING DESIGN SERVICES AGREEMENT WITH CARTER BURGESS, INC., HOOVER AVENUE AND CASINO CENTER BOULEVARD STREETScape IMPROVEMENTS
	RFP #

Block 3	Type of Business
☐	Individual
☐	Partnership
☐	Limited Liability Company
☒	Corporation

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: Shareholder Schedule

Date of Attached Document: March 28, 2006

Number of Pages: 1

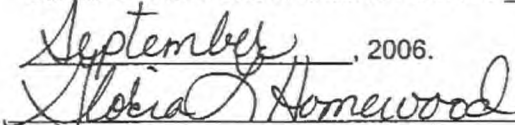
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



James J. Caviola, P.E.
9/21/06

Date

Subscribed and sworn to before me this 21 day of

September, 2006.


Notary Public



CARTER & BURGESS, INC.
SHAREHOLDER SCHEDULE
 March 28, 2006

	SHAREHOLDER		OWNERSHIP (%)
54	Courville, Mark P.		1.25%
55	Fisher, John F.		1.29%
56	Ballew, Read L.		1.48%
57	Lindner, John H.		1.57%
58	Evans, Ginger S.		1.67%
59	Offill, Randy W.		1.71%
60	Loyd, Anthony W.		2.09%
61	McAfee, Virginia L.		2.36%
62	Caskey, Don W.		2.40%
63	Young, Donald J.		2.82%
64	Watts, Benjamin G.		3.33%
65	Jerke, Dennis W.		3.34%
66	Bushong, Stephen C.		3.69%
68	Mitchell, Terry W.		4.70%
69	Meyer, Bradford S.		5.21%
70	Veal, Steven C.		5.41%
71	Hearnberger, Roy G.		5.86%
72	Brown, William S.		6.71%
73	Deaton, J. Phillip		8.15%
74	Russell, Bruce S.		8.15%
75	Brundrett, Thad B.		8.46%
76	Davis, F. Clifton		8.52%
77	Evans, Fred H.		9.87%

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Modification No. 1 to Contract No. 060017 for Maintenance of Yucca Mountain Monitoring Program - Office of Administrative Services - Award recommended to: URBAN ENVIRONMENTAL RESEARCH, LLC (\$60,000 - Multipurpose Special Revenue Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Office of Administrative Svcs

Amount: \$60,000

Funding Source: Multipurpose Special Revenue Fund

PURPOSE/BACKGROUND:

On October 4, 2006 City Council approved Amendment No. 2 to the Yucca Mountain monitoring fund interlocal agreement with Clark County. The proposed Contract Modification fulfills part of the Amendment requirements, namely monitoring, updating and maintenance of a web-based program for monitoring City-specific economic, health, safety and social indicators impacted by the Yucca Mountain project. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(a), Items which may only be contracted from a sole source.

PCC: T. Boyce

POC: Dr. Sheila Conway - (702) 862-7970

RECOMMENDATION:

That City Council approve award of Modification No. 1 to Contract No. 060017 to Urban Environmental Research, LLC in the amount of \$60,000 for the monitoring, updating and maintenance of the Yucca Mountain Monitoring Program. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	Contracting Entity
Name <u>Urban Environmental Research LLC</u>	
Address <u>Suite 200</u>	
<u>10100 W. Charleston Blvd</u>	
Telephone <u>(702) 862-7970</u>	
EIN or DUNS <u>20-4864775</u>	

Block 2	Description
Subject Matter of Contract/Agreement	
<u>Yucca Mountain Monitoring Program</u>	
Contract No. 060017	

LV, NV 89135

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS ****

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☒, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the City if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this Request for Proposals. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the City may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to verify, in good faith, the certification required by paragraph (a) of this document. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this document is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the City may terminate the resulting contract for default.

Sheela Conway, P.H.D.
SIGNATURE

Managing Partner
TITLE

Urban Environmental Research LLC
COMPANY

June 23, 2006
DATE

** Adapted from the Federal Acquisition Regulation (FAR) certification at FAR 52.209-5 (Dec 2001); modified to change references regarding "solicitation", "provision" and "Contracting Officer" to "Request for Proposals", "document", and "City", respectively.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of an Interlocal Agreement for a Wireless Assessment Study by and between the City of Las Vegas and County of Clark, Nevada - Department of Information Technologies - All Wards

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Dept./Division: Information Technologies

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This Interlocal Agreement provides for the sharing of responsibilities and costs to contract for the assessment of the technological, regulatory and financial conditions in the Las Vegas Valley conducive to a municipal infrastructure policy with possible ancillary benefits to the community. The City will have primary responsibility to contract and administer the study. There is a companion agenda item to award the Contract to Civitium, LLC.

PCC: D. Kaplan

RECOMMENDATION:

That City Council approve an Interlocal Agreement for a Wireless Assessment Study with the County of Clark, Nevada. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Interlocal Agreement

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

INTERLOCAL AGREEMENT WIRELESS ASSESSMENT STUDY

This Interlocal Agreement (the "Agreement") is by and between the CLARK COUNTY, a political subdivision of the State of Nevada (the "County"), and the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City"), to jointly participate in activities regarding conducting a feasibility study for a municipal wireless infrastructure.

WITNESSETH:

WHEREAS, NRS 277.080 to 277.180 authorizes any one or more public agencies to enter into agreements with any one or more other public agencies to perform any governmental service activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform; and

WHEREAS, both the County and the City have a collective interest in making a comprehensive assessment of the technological, regulatory, and financial conditions conducive to municipal wireless infrastructure policy for the benefit of government use as well as ancillary public use; and

WHEREAS, to accurately and completely determine the feasibility of implementing a municipal wireless infrastructure planning process, the City issued a Request for Proposal inviting "qualified firms or individuals to submit written proposals to conduct a study to ascertain the feasibility of a wireless infrastructure in the Las Vegas Valley"; and

WHEREAS, an evaluation team composed of representatives from both parties selected Civitium, LLC to perform the feasibility study because of their best overall offer from a competitive source selection process;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties agree as follows:

1. The cost of the feasibility study will not exceed \$117,000.
2. The consultant's costs will be split equally in half among the parties.
3. The City will execute an agreement substantially in the form of Attachment A with the selected consultant (Civitium, LLC) to benefit the parties and pay invoices as submitted by the consultant and approved by the parties.
4. AGREEMENT TERM. The term of this Agreement shall be from the date of last signature until completion of the feasibility study (anticipated to be ninety (90) days after contract award to Civitium).
5. TERMINATION. Any party to this agreement has the right to terminate their participation for convenience, however, they will forfeit their obligated payment portion to the other party once a contract is awarded to the consultant. Such termination will be effected by thirty (30) days written notice through the Notice process (Section 7.0).
6. CONSIDERATION. The County will forward it's payment to the City within thirty (30) days of approval of this Agreement. If the agreement between the consultant and the City is terminated for any reason prior to completion or if for any reason the City is unable to enter into such an agreement, the funds set aside for payment of those services will be returned to the County by the City. If payments have been made from those funds, the remaining funds will be divided equally among the City and the County.
7. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by any delivery or courier service, personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other parties at the addresses set forth below:

FOR THE COUNTY: County of Clark
 James Spinello, Acting Chief Information Officer
 500 So. Grand Central Parkway, 6th Floor
 Las Vegas, NV 89106
 Telephone: (702) 455-5682
 Facsimile: (702) 455-3558

COPY TO: County of Clark
 Information Technology Department
 Lester Lewis, Network and Telecommunications Manager
 500 So. Grand Central Parkway 4th Floor
 Las Vegas, NV 89106
 Telephone: (702) 455-5853
 Facsimile: (702) 455-4932

FOR THE CITY: City of Las Vegas
 Kathleen C. Rainey, Manager
 Purchasing and Contracts Division
 City Hall/First Floor
 400 Stewart Ave.
 Las Vegas, NV 89101
 Telephone: (702) 229-6231
 Facsimile: (702) 384-9934

COPY TO: City of Las Vegas
 Joseph Marcella, CIO
 Department of Information Technology
 City Hall/Fifth Floor
 400 Stewart Ave.
 Las Vegas, NV 89101
 Telephone: (702) 229-6291
 Facsimile: (702) 385-9369

8. INCORPORATED DOCUMENTS. The parties agree that the terms and conditions listed on incorporated attachments of this Agreement are also specifically a part of this Agreement and are limited only by their respective order of precedence and any limitations expressly provided. The attachments to this agreement include:

Attachment A: Proposed Contract between City of Las Vegas and Civitium, LLC

9. INSPECTION & AUDIT.

a. Books and Records. All parties agree to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other parties, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. All parties agree that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other parties, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained by each party for a minimum of three years and for five years if any federal

funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of any party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorney's fees and costs.

11. LIMITED LIABILITY. The parties will not waive an intend to assert available NRS chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. To the extent applicable, actual Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. No party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

13. INDEMNIFICATION. No party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes an to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other parties and, subject to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of any other agency or any other party, except as expressly provided by this agreement.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by any party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

17. ASSIGNMENT. No party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other parties.

18. OWNERSHIP OF PROPRIETARY INFORMATION. The product of the contract between the City of Las Vegas and Civitium, LLC belongs to all the parties of this contract equally, subject to payment of their prorated share as defined in this agreement.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

22. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

23. ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

24. THIRD PARTY BENEFICIARIES. This contract is intended for the sole and exclusive benefit of the parties hereto and is not intended to benefit any other third party.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

THIS AGREEMENT HAS BEEN MADE AND ENTERED INTO, and shall become effective after its execution by the last of the parties to execute this Agreement, as said date appears below.

City of Las Vegas, NEVADA

Date of approval by CITY:

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

APPROVED AS TO FORM:

ATTEST:

Thomas R. Green 9/26/06
Thomas R. Green

BARBARA JO RONEMUS
City Clerk

THIS AGREEMENT HAS BEEN MADE AND ENTERED INTO, and shall become effective after its execution by the last of the parties to execute this Agreement, as said date appears below.

CLARK COUNTY, NEVADA

Date of approval by COUNTY:

APPROVED AS TO FORM:

ATTEST:

Thomas R. Green 9/26/06
Deputy District Attorney
Thomas R. Green

SHIRLEY B. PARRAGUIRRE
County Clerk

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WHEREAS, to accurately and completely determine the feasibility of implementing a municipal wireless infrastructure planning process, the City issued a Request for Proposal inviting "qualified firms or individuals to submit written proposals to conduct a study to ascertain the feasibility of a wireless infrastructure in the Las Vegas Valley"; and

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b. Inspection & Audit. All parties agree that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other parties, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained by each party for a minimum of three years and for five years if any federal

funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

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11. LIMITED LIABILITY. The parties will not waive an intent to assert available NRS chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. To the extent applicable, actual Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. No party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

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15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by any party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

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18. OWNERSHIP OF PROPRIETARY INFORMATION. The product of the contract between the City of Las Vegas and Civitium, LLC belongs to all the parties of this contract equally, subject to payment of their prorated share as defined in this agreement.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

22. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

23. ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

24. THIRD PARTY BENEFICIARIES. This contract is intended for the sole and exclusive benefit of the parties hereto and is not intended to benefit any other third party.

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**CONTRACT
WIRELESS ASSESSMENT STUDY**

THIS CONTRACT is being entered into this _____ day of _____, 2006, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and CIVITIUM LLC (hereinafter the "Company") having its principal office at 12850 Hwy 9, Suite 600 PMB-306, Alpharetta, GA 30004.

SECTION A – Contract Form

The subject matter of this Contract is the performance a feasibility study for a municipal wireless infrastructure within the Las Vegas Valley.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) "*Acceptance*" means the City's receipt of, and written notice that, the Deliverables or services received under the Contract substantially conform to the terms and conditions thereof.

(b) "*Award Date*" means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(c) "*City*" means the City of Las Vegas.

(d) "*City Council*" means the governing body of the City.

(e) "*Company*" means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(f) "*Company Representative*" means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(g) "*Contract*" means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(h) "*County*" means the Clark County, Nevada.

(i) "*Deliverable*" means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(j) "*Project Manager*" means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

This Contract provides for the payment of a fixed price amount for services performed by the Company.

B-3 Prices/Costs

(a) The City will pay the Company for services performed as follows:

<u>Item</u>	<u>Description</u>	<u>Price</u>
1	Wireless Assessment Study	\$117,000

B-4 Performance Period

The performance period commences on the Award Date and all services under the Contract must be completed by no later than ninety (90) days after the project kick-off meeting.

B-5 Invoices

(a) The Company shall submit an invoice to the City upon completion of Deliverables. All invoices should identify (i) the purchase order number, (ii) the Contract Number, (iii) description of services by Contract Line Item number against which charges are made, and (iv) the date of the invoice. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. The Company shall submit an original invoice to:

Department of Finance and Business Services
Attn: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101-2986

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such fees listed on this invoice has not been previously received from the City of Las Vegas nor any other source."

(c) The Company is to provide a copy of each invoice to the Project Manager.

SECTION C – Statement of Work**C-1 General Scope of Services**

The Company shall provide all materials and labor to perform a Wireless Assessment Study In accordance with Attachment 2 "Section 4- Work Plan" from the company's proposal. The Company shall complete Deliverables as set forth in Paragraph C-2 "Deliverables".

C-2 Deliverables

(a) The Company shall complete the following Deliverables and shall deliver two (2) unbound printed copies and one (1) copy in electronic format:

(1) **A Wireless Business Case** that include the following elements:

- (a) Current State Analysis for Wireless Communications that includes:
 - (i) Legislative Climate;
 - (ii) State of the Technology;
 - (iii) Current Service Providers, Deployments and Coverage; and
 - (iv) Other Conditions

- (b) Current Cost Analysis for Wireless Communications that includes:
 - (i) Implementation Costs and Assumptions;
 - (ii) Ongoing Maintenance Costs; and
 - (iii) Other Cost Elements/Considerations
 - (c) Business Drivers/Applications for Wireless Communications that includes:
 - (i) Applications for Local Government;
 - (ii) Applications for Public Safety/Emergency Operations;
 - (iii) Applications for Collateral Use;
 - (d) Business Implications that includes:
 - (i) Gap Analysis;
 - (ii) Future State Analysis;
 - (iii) Feasibility Study;
 - (iv) Cost/Benefit Analysis;
 - (v) Risk/Impact Analysis; and
 - (vi) Government's Role and Responsibility
- (2) **Wireless Master Plan** that include the following elements:
- (a) Scope;
 - (b) Implementation Alternatives;
 - (c) Recommended Implementation Plan; and
 - (d) Recommendation of Qualified Vendor Required Competencies

(3) **Summary of Project Area Assessments and Recommendations**

When final Deliverables are completed, the Company shall also provide an executive summary for both the Wireless Business Case and the Master Plan and provide an executive presentation in Power Point.

(b) Notes and Materials. Upon completion of the final Deliverables, the Company shall provide the notes and material from stakeholder interviews, workshops, research and other supporting efforts.

C-3 Assumptions and Additional Items

(a) Utilizing prior experience and standards to develop a cost analysis for the Wireless Business Case [(Deliverable 1(b))] and to develop a Business Implications analysis [Deliverable 1(d)], the Company shall take into consideration local factors (i.e. geography, population growth, infrastructure, municipalities in the area).

(b) As part of the aforementioned Deliverables in subparagraph C-3(a) above, the Company shall provide the following for a follow-on Request for Proposal package:

(i) Cost Analysis - Terms that require potential suppliers to perform a cost analysis and demonstrate how they arrive at their conclusions

(ii) Business Implications – Terms that would require potential suppliers to prepare a Business Implications analysis and to demonstrate how they arrive at their business plan.

C-4 Meetings and Progress Status

(a) Meetings. As a minimum, the Company will be required to attend progress status meetings which will be held at intervals of 30, 60 and 90 days from Award Date (total of 3 meetings).

(b) Progress Status Reporting and Documentation. At the progress status meetings, the Company should be prepared to discuss (i) the status of work performed to date; (ii) projected work during the upcoming 30 day period; (iii) potential problems or issues affecting the contract performance; and (iv) comments or suggestions designed to address these problems or issues.

(c) In addition to the above, the Company is to provide the following documentation for City review and Acceptance at the times stated:

(i) 60 Day Progress Status Meeting – A draft of each Deliverable 1, 2 and 3. The City shall provide review and Accept the drafts or provide review comments and the Company shall incorporate those comments into the final Deliverables.

(ii) 90 Day Progress Status Meeting – The final Deliverables 1, 2 and 3.

SECTION D – Special Clauses**D-1 Legal Notice**

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

FOR THE CITY: City of Las Vegas
 Manager, Purchasing and Contracts
 City Hall, First Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101-2986
 Fax: (702) 384-9964

FOR THE COMPANY: Civitium, LLC
 Patrick McCamley
 1815 S. Washington St.
 Denver, CO 80210
 Fax: (678) 623-3489

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

D-2 Contract Administration

(a) The City will administer the Contract on behalf of the City and the County including processing payments, coordinating performance of services and other activities as described herein.

(b) Within fifteen (15) days after the Award Date, the City will designate a Project Manager in writing. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract. The Project Manager will provide all general direction to the Company regarding Contract performance. The Project Manager is not authorized to waive or change any material terms of the Contract.

D-3 Company Representative/Key Personnel

(a) Within fifteen (15) days after the Award Date, the Company shall designate a Company Representative in writing to oversee performance of this Contract. The Company Representative shall be the primary point of contact for all issues involving payments, quality, and other matters arising under this Contract. The Company Representative shall be available to meet with the City's Project Manager to discuss Contract status or issues as the need arise.

(b) The following individuals are deemed to be "Key Personnel", and are essential to the performance of this Contract. These individuals cannot be replaced without the written consent of the City:

Patrick McCamley
Denise Brady
Jim Geier
Tom Grimaldi

D-4 Warranty – Services

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional prudence, skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, have the election to either (i) re-perform or perform the services so that the services conform to the warranty; or (ii) reimburse the City any amounts paid to the Company under this Contract.

D-5 Licenses

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses applicable to the work performed under this Contract.

D-6 Intellectual Property Rights

All Deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City and the County are exclusively the property of the City and the County, as applicable. Notwithstanding the foregoing, the City acknowledges that the Deliverables may incorporate information, documentation, ideas, concepts, data, tools, analysis, and know-how that are proprietary intellectual property belonging to the Company and that it is not the intention of the parties that the provision of services under this Contract be an assignment of any ownership rights in any such proprietary intellectual property, which Company hereby reserves for itself; provided, however, the City shall be entitled to utilize the Deliverables as

contemplated therein, and the Company hereby grants a license to the City to utilize any of Company's proprietary intellectual property incorporated therein in conjunction with the authorized use of the Deliverables by the City or the County.

D-7 Order of Precedence

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-6/5/02]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) In the event that arbitration is originated by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-6/5/02]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-6/5/02]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work

and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination at its then prevailing hourly rates, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-6/5/02] R

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C, "Statement of Work" (including, if applicable, delivering any software, goods, or documentation required thereunder) within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1, "Legal Notice" of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under similar terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.

(d) The Company shall not be liable for to the City if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather.

The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3, "Termination for Convenience".

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) Company's liability to the City for a termination of this Contract after an uncured event of default is limited to the amount of the Contract Price that may have been paid to the Company prior to the Event of Default.

E-5 Insurance [CAO-6/5/02] R

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Company, the City and the County from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract.

(ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the Company's agents and vehicles assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

(b) The City and the County shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

(c) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.

(d) Certificates indicating that such insurance is in effect shall be delivered to the City within ten (10) days after the Award Date of this Contract, or before work commences, whichever is earliest. The Company shall maintain coverage for the duration of this Contract. The Company shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the Company and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

(e) Should the Company fail to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to the Company.

E-6 Indemnification [CAO-6/5/02] R

(a) In addition to the insurance requirements set forth in Paragraph E-5, "Insurance", the Company shall protect, indemnify and hold harmless the City and the County, its officers, employees, agents, and consultants (collectively herein the "City" and the "County") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City and the County, or any of them, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City or the County. The City and the County for their protection may retain any money

due and owing the Company under this Contract. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City and the County.

(b) It is expressly agreed that the Company shall defend the City and the County, and each of them, against the Liabilities and in the event that the Company fails to do so, the City and the County, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

(c) The foregoing indemnification and duty to defend obligations in subsection (a) and (b) shall not exceed the aggregate amount of insurance proceeds paid by Company's insurance carriers. With respect to uninsured losses, Company shall not be liable for amounts in excess of the Contract Price previously paid to Consultant.

E-7 Assignment [CAO-6/5/02]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-6/5/02]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-6/5/02]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-6/5/02] R

(a) The Company agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three (3) years after completion of this contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Company goes out of existence, the Company shall turn over to the City all of its records relating to this Contract to be retained by the City for the required period of time.

(b) The Company agrees to permit the City and the County or the City's and County's designated representative(s) to inspect and audit its records and books relative to this Contract at

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

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City and the County or the City's and County's designated representative(s) finds the dollar liability is less than payments made by the City and the County to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City and the County or (b) at the City's and County's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-6/5/02] **R**

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City and the County. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City and the County shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party excepting that the County other than the City is a third party beneficiary to this Contract.

E-12 Severability [CAO-6/5/02]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract.

Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-6/5/02]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. It shall be the responsibility of the Company to furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-6/5/02]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Section and Paragraph Headings [CAO-6/5/02]

The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-6/5/02] R

(a) An official of the City, who is authorized in such capacity and on behalf of the City and the County to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City and the County to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City and the County relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1, "Certificate – Disclosure of Ownership/Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Integration [CAO-6/5/02]

This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

E-18 Public Records [CAO-6/5/02] R

Members of the City and the County are public agencies as defined by state law. As such, they are subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the City's and County's Records that are public records are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-19 Confidentiality – City and County Information [CAO-6/5/02] R

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use

any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City and the County is obtained. Upon request by the City, the Company shall promptly return to the City and the County all confidential information supplied by the City and the County, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City and the County, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City and the County; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City and the County; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City and the County. In such event the City and the County, in their sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-20 Marketing Restrictions [CAO-6/5/02]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-21 Limitation of Funding [CAO-6/5/02]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-22 Changes – Fixed-Price Services [CAO-6/5/02]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

- (i) Description of services to be performed.
- (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
- (iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

SECTION F – List of Attachments/Exhibits

The following Exhibits are hereby incorporated into this Request for Proposal:

The following Attachments are hereby incorporated into any awarded Contract:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]	09/06	2
Attachment 2	Section 4- Work Plan [Paragraph C-1]	06/06	10

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 9/26/06
Thomas R. Green Date

CIVITIUM, LLC

Patrick McCamley
PATRICK MCCAMLEY, Senior Partner

"Company"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity
<u>CIVITIUM, LLC</u>
Name
<u>17250 Hwy 9 #600 ALABAMA GA 30004</u>
Address
<u>720-255-6231</u>
Telephone
<u>20-1349948</u>
EIN or DUNS

Block 2 Description
Subject Matter of Contract/Agreement
<u>Wireless Assessment Study</u>
RFP# 060253-DK

Block 3	Type of Business
☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:	

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Greg Richardson/Managing Partner	12850 Hwy 9 Suite 600, Alpharetta GA 30004	678-595-3085
2.	Patrick McCamley/ Sr. Partner	1815 S. Washington Street, Denver CO 80201	720-255-6237
3.	Bailey White/ Sr. Partner	12850 Hwy 9 Suite 600, Alpharetta GA 30004	404- 975-4523
4.	Felicia Richardson/ Treasurer	12850 Hwy 9 Suite 600, Alpharetta GA 30004	678-595-3123
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: N/A

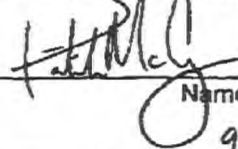
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: Response to Las Vegas RFP NO. 060253 – DK

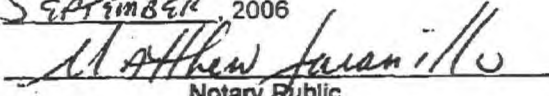
Date of Attached Document: 6/27/2007 Number of Pages: 24

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity


 Name PATRICK McCamley
 Date 9-26-06

Subscribed and sworn to before me this 26 day of

SEPTEMBER, 2006


 Notary Public

My Commission Expires 08/30/2007



SECTION 4 - WORKPLAN

June 2006

Proposed Approach**Civitium's Overall Approach**

At the core of any municipal wireless broadband planning process is a comprehensive study, which includes a careful assessment of the technological, regulatory, political and financial challenges, as well as local community broadband needs. The comprehensive study will identify and validate key objectives and provide the overall requirements, methodologies and timelines required to organize and manage a successful municipal wireless broadband initiative. The findings will be reflected in the Wireless Business Case (WBC.)

As the Project Sponsors then move to the Procurement Process, the findings of the comprehensive study, specifically those addressing Political and Regulatory Issues, Comprehensive Community Stakeholder Analysis, Asset Inventory, and Business Model Selection, will serve as the foundation for preparing the Wireless Master Plan (WMP) and eventually, if warranted, inform a Municipal Wireless Broadband RFP.

Civitium's Detailed Approach

For ease of ranking the completeness of this proposal, Civitium presents below a detailed approach for each specific deliverable found in Section C-2 of the RFP. In addition, at the beginning of each sub-section (C-2.1, C-2.2, and C-2.3) is an outline of the applicable parts of the process Civitium has developed specifically for municipal wireless broadband initiatives.

(1) Wireless Business Case

Approach: The following outline is a *sample outline* of a Wireless Business Case (WBC.) The actual WBC outline would be developed with input from the City and County project sponsors.

Sample Outline**Wireless Business Case**

1. State of Wireless Communications
 - a. Overview of Wireless Technology
 - b. Overview of Services Available in the City and County
 - c. Overview of Regulatory/Legislative Climate
2. Cost Analysis for New Wireless Communications
 - a. Implementation Costs and Assumptions
 - b. Ongoing Network Maintenance and Customer Support Costs
 - c. Sales, Marketing, and Other Costs
3. Stakeholder Analysis Results- Drivers and Key Objectives
 - a. Vision of a Digital Community
 - b. Overview of Key Objectives
 - c. Business Drivers/Applications
 - (i) Local Government
 - (ii) Public Safety/Emergency Operations
 - (iii) Community Applications
 - d. Risks, Challenges and Obstacles
 - e. Role of Government
4. Business Implications
 - a. Gap Analysis
 - b. Future State Analysis
 - c. Feasibility Study
 - (i) Digital Community Case Studies/Business Models
 1. Fit with City and County Vision and Objectives
 2. Technology and Architecture
 3. Preliminary Costs
 4. Benefits
 5. Risks, Concerns and Obstacles
 - d. Inventory of City and County Assets
 - e. Radio Frequency Analysis
5. Preferred Business Model
6. Overview of Options/
 - a. Solicit Vendor Interest
 - b. Take No Action

(a) Current State Analysis for Wireless Communications

Approach: Research publicly available and secondary information where available, about the telecommunications industry and regulatory environment as indicated below.

(i) Legislative Climate

Approach: Consider telecommunications regulations known to be applicable within the project area and advise the Project Sponsors on ways in which objectives might best be met within this environment. In addition to specific prohibitions in Nevada, there are pending federal legislative efforts aimed at telecommunications regulation reform in various stages of development on Capital Hill. Most appear to be focused on local exchange carriers' entry into the video services market and video franchising. Civitium will assess known federal, state and local regulations and to the extent possible, recommend ways to best meet the priority objectives of this initiative.

We note that the RFP does not seek legal services. Our proposal assumes that the Project Sponsors will be obtaining legal services in addition to and outside the scope of this RFP.

(ii) State of the Technology

Approach: Provide an overview of the current state of wireless technologies including WiFi, WiFi Mesh, WiMAX, Cellular/3G, and Satellite services and the extent that each of these technologies is available in the project area.

(iii) Current Service Providers, Deployments and Coverage

Approach: Research telecommunications companies identified as operating in the project area regarding existing network coverage and service offerings, and expansion plans.

Consider the telecom industry's response to similar initiatives in other markets, especially those providers operating in the project area, and recommend ways to mitigate the project's vulnerability to such responses.

(iv) Other Conditions

Approach: Consider the competitive dynamic within the telecom industry in Nevada; Interview project representatives from other municipal wireless broadband initiatives to determine how these projects affected or were impacted by the competitive dynamic within the industry.

(b) Current Cost Analysis for Wireless Communications

Approach: This initiative anticipates a network at no cost to the City and County, therefore, Civitium suggests that the burden of fully analyzing costs should lie on the shoulders of potential bidders as opposed to the City and County. Should the City and County move forward with a Request for Proposals, Civitium is prepared to suggest terms that would require bidders to perform a cost analysis and demonstrate how they arrived at their conclusions.

That said, Civitium will provide a preliminary cost analysis relying on our experience in other cities, industry standards, available pricing indexes, and specific assumptions to provide the data requested in Section 1 (b).

(i) Implementation Costs and Assumptions

Approach: Civitium will provide a preliminary cost analysis relying on our experience in other cities, industry standards, available pricing indexes, and specific assumptions.

(ii) Ongoing Maintenance Costs

Approach: Civitium will provide preliminary maintenance costs analysis relying on our experience in other cities, industry standards, available pricing indexes, and specific assumptions.

(iii) Other Cost Elements/Considerations

Approach: In addition to the cost information requested below, Civitium recommends collecting cost data potentially useful for bidders and useful to the City and County in its evaluation of bids, including the City and the County's annual expenditures for leased telecommunications services, especially high-capacity services (T-1s and greater.)

(c) Business Drivers/Applications for Wireless Communications

Approach: Conduct extensive interviews with key internal and external stakeholders. Develop interview material that 1) informs participants about this initiative, creating a common understanding and base of knowledge amongst participants; 2) solicits information about end-user expectations, and interest in utilizing/procuring such services; and 3) identifies real and perceived risks, challenges and issues relative to this initiative.

Working with the Project Sponsors, identify participants representing government, including public safety, and emergency operations personnel, and community stakeholders, including retail businesses, institutions, non-profit organizations, transportation providers, office tenants, property managers, etc.

(i) Applications for Local Government

Approach: Identify through local government stakeholder analysis, 1) applications currently in use and applications in development that may benefit from a community wide wireless network; and 2) present an overview of widely used applications in other communities.

(ii) Applications for Public Safety/Emergency Operations

Approach: Identify through public safety and emergency operations stakeholder analysis, 1) applications currently in use and applications in development that may benefit from a community wide wireless network; and 2) present an overview of widely used applications in other public safety and emergency operations agencies.

(iii) Applications for Collateral Use

Approach: Identify through external stakeholder analysis, 1) applications currently in use throughout the community and applications in development that may benefit from a community wide wireless network; and 2) present a sampling of widely used external applications in other communities.

(d) Business Implications

Approach: This initiative anticipates a network at no cost to the City and County, therefore, Civitium suggests that the burden of fully analyzing Business Implications should lie on the shoulders of potential bidders as opposed to the City. Should the City and County move forward with a Request for Proposals, Civitium is prepared to suggest terms that would require bidders to demonstrate how they arrived at their business plan.

That said, Civitium will provide preliminary information regarding business implications relying on our experience in other cities, industry standards, available indexes, and specific assumptions to provide the data requested in Section 1 (d).

(i) Gap Analysis

Approach: Identify existing need for the City and County (Economic, Social, Government Efficiencies) and what technologies/solutions are available to address those needs, including 1) summary broadband technologies/solutions, 2) summary market penetration data, 3) consumer choice and competitive market data, and 4) pricing. Compare identified need with available services and identify gaps, if any.

(ii) Future State Analysis

Approach: Examine the market viability of solutions, including emerging technologies, such as Metro Wireless Ethernet (WiFi, WiMAX) relative to the viability of technology, the vendor community, pricing, performance, etc.

(iii) Feasibility Study

Approach: Review feasibility of the City and County pursuing a Metro Wireless Initiative. Examine: 1) What are the drivers and motivation e.g., Economic, Social, Government Efficiencies; 2) What are the Model Options e.g., Vendor owned/operated, wholesale, retail, 3) What are the major hurdles/challenges e.g., state regulation, public perception; 4) What does the City and County have of value e.g., Vertical assets, anchor tenancy, catalyst, community leader.

(iv) Cost/Benefit Analysis

Approach: Evaluate the Cost/Benefits for each option identified, including 1) Deploying a Municipal Owned Network, 2) Facilitating the deployment of a Privately Owned and operated network, and 3) Taking no action-status quo.

(v) Risk/Impact Analysis; and

Approach: Through Civitium's experience with similar initiatives in other communities, and information collected through stakeholder analysis identify and highlight risks, concerns and impacts of each option and recommend ways to mitigate same.

(vi) Government's Role and Responsibility

Approach: Identify Government's role for each option. Roles to consider include: Policy maker; 2) Governance Overseer; 3) Property/Asset Owner; 4) Anchor Tennant; 5) Partner, and 6) Grantee/Licensee.

(2) Wireless Master Plan**(a) Scope**

Approach: Referencing the City of Las Vegas' Master Plan and 2005 Strategic Plan, we offer a sample outline/scope of a Wireless Master Plan. The actual WMP outline would marry planning objectives from the County as well and receive essential input from both project sponsors.

Sample Outline**Wireless Master Plan Scope Outline**

1. Background
 - a. Introduction
 - b. Overview
2. Why a Wireless Master Plan?
 - a. Wireless Vision for a Digital Community
 - b. Wireless Business Case Summary Findings
3. Alignment with Master Plan
 - a. Economic Diversity
 - b. Cultural Enhancement
 - c. Fiscal management
 - d. Regional Co-ordination
4. Role of Government
 - a. Preferred Business Solutions Strategy (Business Model)
 - i. Requirements Definition
 - ii. Technical
 - iii. Financial
 - iv. Policy
 - v. Vendor Qualifications
5. Implementation Alternatives
6. Recommended Implementation Plan

(b) Implementation Alternatives

Approach: Relying on our considerable experience, consider best practice Business Models and implementations in use today and identify those that could potentially meet the priority objectives of this initiative as identified/validated in the Wireless Business Case phase.

The RFP does not seek an Asset Inventory or Radio Frequency (RF) Analysis. However, we highly recommend that both tasks be completed and have provided for this option in Section, 5 Pricing.

(c) Recommended Implementation Plan

Approach: Recommend the preferred Business Model and implementation based on the priority objectives of this initiative and the results of our analysis, technical and regulatory considerations, and physical landscape; Recommend measures that help mitigate risks, challenges, and issues identified by stakeholders and those raised by Civitium.

(d) Recommendation of Qualified Vendor Required Competencies

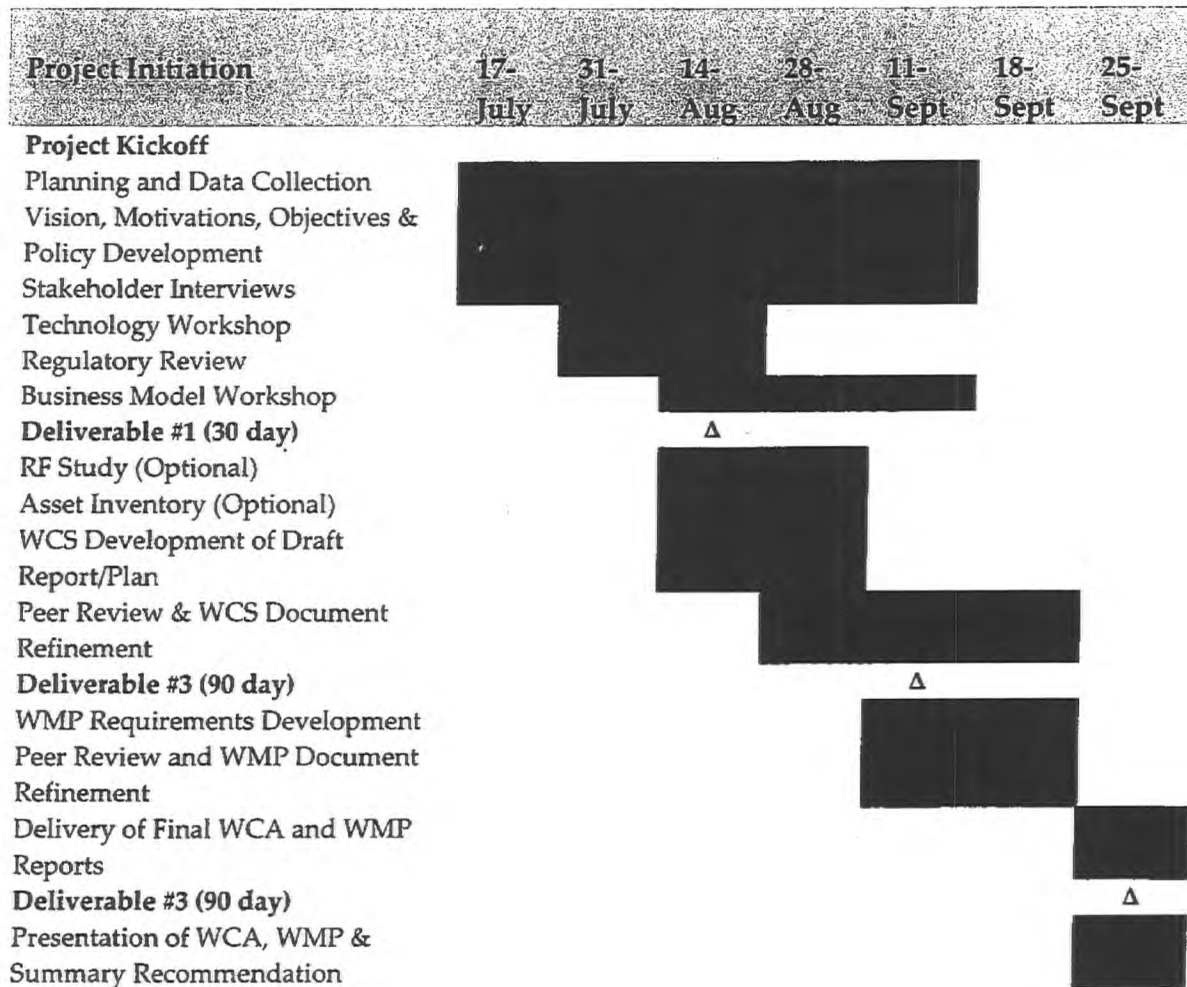
Approach: Recommend minimum levels of competency that a Qualified Vendor must meet to provision, operate and maintain the network, including marketing and sales, customer support, and financial capacity.

(3) Summary of Project Area Assessments and Recommendations

Approach: Upon completion of the Wireless Business Case and the Master Plan, Civitium will prepare and provide executive summary's for both, and provide an executive presentation of the summaries in Power Point.

Project Schedule

Approach: Civitium uses a milestone scheduling program with stage gates to help ensure a project's success. Clearly defined project requirements and milestones allow Civitium and the City and County to understand our respective responsibilities and align expectations. Using the Project Approach summarized above, Civitium has provided a preliminary Project Schedule with the tasks, milestones and deliverables defined. Responsibilities related to approval processes and deliverables will be outlined and supported by detailed project status reports at 30, 60 and 90 days. In addition, conference calls will be conducted on an as-needed basis throughout this engagement for general updates and data gathering.



- **Deliverable # 1 (one):** Notes and material from stakeholder interviews, workshops, research and other supporting efforts
- **Deliverable #2 (two):** Outline and draft of Wireless Business Case (WCA) and Wireless Master Plan (WMP), and draft Executive Summary and draft Power Point Presentation
- **Deliverable #3 (three):** Delivery of final WBC, WMP, Executive Summary and Power Point Presentation

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Contract No. 060253 for a Wireless Assessment Study - Department of Information Technologies - Award recommended to: CIVITIUM, LLC (\$117,000 - Computer Services Internal Service Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Information Technologies

Amount: \$117,000

Funding Source: Computer Services ISF

PURPOSE/BACKGROUND:

This Contract provides for an assessment study of the technological, regulatory and financial conditions in the Las Vegas Valley to determine feasibility of implementing a municipal wireless infrastructure planning process. Civitium, LLC was selected through a competitive Request for Proposal process. Through an Interlocal Agreement, each agency would share equitably in the cost of the Contract. The City's portion would be \$58,500.

PCC: D. Kaplan

POC: Patrick McCamley - (720) 255-6237

RECOMMENDATION:

That City Council approve award of Contract No. 060253 to Civitium, LLC in the amount of \$117,000 for a Wireless Assessment Study. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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Block 1	Contracting Entity
CIVITIUM, LLC	
Name	
12950 Hwy 9 #600 ALAMOGATA GA 30004	
Address	
720-255-6231	
Telephone	
20-1349948	
EIN or DUNS	

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement	
<u>Wireless Assessment Study</u>	
RFP# 060253-DK	

Block 3: Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Greg Richardson/Managing Partner	12850 Hwy 9 Suite 600, Alpharetta GA 30004	678-595-3085
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4.	Felicia Richardson/ Treasurer	12850 Hwy 9 Suite 600, Alpharetta GA 30004	678-595-3123
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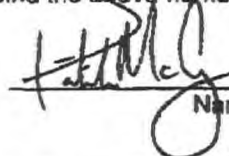
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Name of Attached Document: Response to Las Vegas RFP NO. 060253 – DK

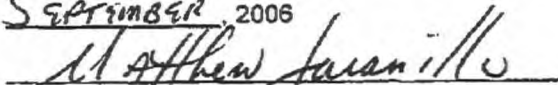
Date of Attached Document: 6/27/2007 Number of Pages: 24

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity


 Name PATRICK McCamley
 Date 9-26-06

Subscribed and sworn to before me this 26 day of

SEPTEMBER, 2006


 Notary Public

My Commission Expires 08/30/2007



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Agreement No. 07-16738, Engineering Design Services Agreement for Rancho Painted Desert Sewer Rehabilitation – Department of Public Works – Award recommended to: VPOINT/TRC (\$199,490 – Sanitation Enterprise Fund) – Ward 4 (Brown) and Ward 6 (Ross)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Public Works

Amount: \$199,490

Funding Source: Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

This project consists of the design and preparation of contract drawings and special provisions for the Rancho Painted Desert Sewer Rehabilitation. The proposed project would rehabilitate approximately 620 linear feet of 21-inch diameter pipe in Lone Mountain Drive and Rancho Drive; approximately 90 linear feet of 15-inch diameter pipe in Rancho Drive at Craig Road. In addition, this project includes the incorporation of the Craig Road Relief Sewer Plans for the connection and control manhole to the Painted Desert lateral within the intersection of Craig Road and Rancho Drive.

PCC: D. Collins

POC: Randy McConnell – (702) 248-6415

RECOMMENDATION:

That City Council approve Agreement No. 07-16738, Rancho Painted Desert Sewer Rehabilitation to VPoint/TRC in the amount of \$199,490. Authority to execute the contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate – Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

**Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

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In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	<u>Contracting Entity</u>
VPOINT/TRC	
Name	
1009 Whitney Ranch Dr Henderson, NV 89014	
Address	
702-248-6415 fax 702-248-0626	
Telephone	
TIN# 88-0186822 DUNS #183787878	
EIN or DUNS	

Block 2	<u>Description</u>
RANCHO PAINTED DESERT SEWER REHABILITATION	
RFP #:	

Block 3**Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Kathy R. Smith, President	1009 Whitney Ranch Dr. Henderson, NV 89014	702-248-6415
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

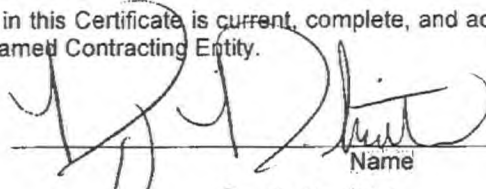
Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



 Name
 9-25-06

 Date

Subscribed and sworn to before me this 25 day of

September, 2006.

Jeana A. Tolliver
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Agreement No. 070022 for Field Reporting Interface Software Licensing and Professional Services - Department of Detention and Enforcement - Award recommended to MOTOROLA, INC. (\$429,053 - Detention and Enforcement Capital Projects Fund) – All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Detention and Enforcement

Amount: \$429,053

Funding Source: Detention and Enforcement CPF

PURPOSE/BACKGROUND:

This agreement provides for the purchase, installation, implementation, training, technical support and maintenance of a field reporting software system that interfaces to Premier Mobile Data Computing and Infotrak Law Records Management systems providing an integrated Public Safety System for the Las Vegas Detention & Enforcement Office. This requirement is exempt from the competitive bidding procedures pursuant to NRS 332.115.1(b), Professional Services and 333.115.1.(h) Software for Computers.

PCC: D. Kaplan

POC: Barbara Paddock (858) 404-4630

RECOMMENDATION:

That City Council approve Agreement No. 070022 for Field Reporting Interface Software Licensing and Professional Services to Motorola, Inc. in the amount of \$429,053 with 4 one-year options to purchase additional support and maintenance in the annual estimated average amount of \$25,300. Authority to execute the contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity
Motorola, Inc.
Name Attn: Steve Mason
Address: 6000 Spine Road
Boulder, CO 80301
Telephone: 951-675-0319
EIN or DUNS: DD-132-5463

Block 2 Description
Subject Matter of Contract/Agreement
Field Reporting Interface Licensing
And Professional Services
RFP#

Block 2

Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS **(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See attached list of Senior Officers	The business address for all senior officers and directors is: 1301 East Algonquin Road Schumburg, IL 61966	847-576-3000
2.	See attached list of Directors		
3.	See attached list of most current institutional investors holding at least 1% as of Sept. 29, 2006.	Not available	Not available

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

MS

Name: Mark Schmid

October 4, 2006

Date -

Subscribed and sworn to before me this 4th day of

October, 2006

Diane L. Cook

Notary Public





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Board of Directors

Edward J. Zander
Chairman and Chief Executive Officer, Motorola, Inc.

David W. Dorman
Former Chairman and Chief Executive Officer, AT & T

H. Laurance Fuller
Former Co-Chairman, BP Amoco, p.l.c.

Judy C. Lewent
Executive Vice President, Chief Financial Officer, Merck & Co., Inc.

Thomas J. Meredith
General Partner and Co-Founder, Meritage Capital, L.P.; Former Chief Financial Officer, Dell, Inc.

Nicholas Negroponte
Chairman Emeritus, Massachusetts Institute of Technology Media Laboratory

Indra K. Nooyi
President and Chief Financial Officer, PepsiCo, Inc.

Samuel C. Scott, III
Lead Director, Chairman, President and Chief Executive Officer, Corn Products International

Ron Sommer
Former Chief Executive Officer, Deutsche Telekom

James R. Stengel
Global Marketing Officer, Procter & Gamble Company

Douglas A. Warner, III
Former Chairman, J.P. Morgan Chase & Co.

John A. White
Chancellor, University of Arkansas

Miles D. White
Chairman and Chief Executive Officer, Abbott Laboratories

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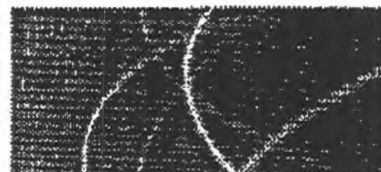
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Motorola



EDWARD J. ZANDER
Chairman and Chief Executive Officer
Motorola, Inc.



GREGORY G. BROWN
Executive Vice President,
President, Networks & Enterprise
Motorola, Inc.



PATRICK J. CANAVAN
Senior Vice President, Global Governance
Motorola, Inc.



DAVID W. DEVONSHIRE
Executive Vice President, Chief Financial Officer
Motorola, Inc.



RUTH A. FATTORI
Executive Vice President, Human Resources
Motorola, Inc.



RON G. GARRIGUES
Executive Vice President,
President, Mobile Devices Business
Motorola, Inc.



A. PETER LAWSON
Executive Vice President,
General Counsel and Secretary
Motorola, Inc.



DANIEL M. MOLONEY
Executive Vice President, President
Connected Home Solutions
Motorola, Inc.



PATRICIA B. MORRISON
Senior Vice President, Chief Information Officer
Motorola, Inc.



RICHARD N. NOTTENBURG
Executive Vice President, Chief Strategy Officer
Motorola, Inc.



STU REED
Executive Vice President,
Integrated Supply Chain
Motorola, Inc.



PADMASREE WARRIOR
Executive Vice President, Chief Technology Officer
Motorola, Inc.

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Entities holding more than one-percent (1%) ownership interest in Motorola, Inc.

☐ Rank	<u>Investor Name</u>
☐ 1	<u>Barclays Global Investors, N.A.</u>
☐ 2	<u>Fidelity Management & Research</u>
☐ 3	<u>Wellington Management Company, LLP</u>
☐ 4	<u>State Street Global Advisors (US)</u>
☐ 5	<u>Capital Research & Management Company</u>
☐ 6	<u>Vanguard Group, Inc.</u>
☐ 7	<u>Dodge & Cox</u>
☐ 8	<u>ClearBridge Advisors (SBAM)</u>
☐ 9	<u>Jennison Associates LLC</u>
☐ 10	<u>AllianceBernstein L.P.</u>
☐ 11	<u>Marsico Capital Management, L.L.C.</u>
☐ 12	<u>Merrill Lynch Investment Managers (NJ)</u>
☐ 13	<u>OppenheimerFunds, Inc.</u>
☐ 14	<u>College Retirement Equities Fund</u>
☐ 15	<u>NWO Investment Management Company, LLC</u>
☐ 16	<u>Oppenheimer Capital L.L.C.</u>
☐ 17	<u>PRIMECAP Management Company</u>

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Bid No. 06.1730.35-LED, Cheyenne Avenue Street Rehabilitation, Rampart Blvd. to Buffalo Drive to US 95 and the construction conflicts and contingency reserve set by Finance and Business Services – Department of Public Works – Award recommended to: LAS VEGAS PAVING CORPORATION (\$3,198,000 – Road and Flood Capital Projects Fund) – Ward 4 (Brown)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Public Works

Amount: \$3,198,000

Funding Source: Road and Flood CPF

PURPOSE/BACKGROUND:

This project includes removing and replacing existing damaged asphalt pavement along Cheyenne Avenue between Rampart Blvd/Durango Drive to Buffalo Drive. It also includes resurfacing the existing asphalt with UTACS Surfacing on Cheyenne Avenue from Buffalo Drive to US 95. The construction work also includes drop inlets, sidewalks, curb & gutter, concrete median islands and minor traffic signal upgrades.

PCC: L. E. Davis

POC: Ryan Mendenhall – (702) 251-5800

RECOMMENDATION:

That City Council approve the award of Bid No. 06.1730.35-LED, Cheyenne Avenue Street Rehabilitation, Rampart Blvd. to Buffalo Drive to US 95 to Las Vegas Paving Corporation in the amount of \$3,198,000 and approve a construction conflicts and contingency reserve of \$223,860. Authority to execute the contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Bid Abstract

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

BID ABSTRACT
CHEYENNE AREA REHABILITATION RAMPART BLVD TO CROWLEY DRIVE
06.1730.35-LED

ITEM NO.	DESCRIPTION	QTY	UNIT OF MEASURE		Southern NV. Paving		Wells Cargo, Inc.	
					UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
200.01	MOBILIZATION AND DEMOBILIZATION	1	LS		\$ 132,219.23	\$ 132,219.23	\$ 75,000.00	\$ 75,000.00
202.01	REMOVAL OF ASPHALT PAVEMENT	51,570	SY		\$ 2.25	\$ 116,032.50	\$ 4.00	\$ 206,280.00
202.02	ROTO-MILL PAVEMENT	39,979	SY		\$ 1.00	\$ 39,979.00	\$ 1.30	\$ 51,972.70
202.03	REMOVE CONCRETE MEDIAN/MEDIAN ISLAND CURB	16,567	SF		\$ 2.10	\$ 34,790.70	\$ 1.80	\$ 29,820.60
202.04	REMOVE CURB AND GUTTER	698	LF		\$ 4.85	\$ 3,385.30	\$ 12.00	\$ 8,376.00
202.05	REMOVE CONCRETE SIDEWALK/RAMP	5,154	SF		\$ 1.75	\$ 9,019.50	\$ 3.00	\$ 15,462.00
202.06	REMOVE CONCRETE CROSS-GUTTER	254	SF		\$ 3.80	\$ 965.20	\$ 5.00	\$ 1,270.00
202.07	REMOVE COMMERCIAL DRIVEWAY	211	SF		\$ 3.80	\$ 801.80	\$ 3.00	\$ 633.00
202.08	REMOVE EXISTING SIGN AND METAL POST	7	EA		\$ 49.00	\$ 343.00	\$ 50.00	\$ 350.00
203.01	ROADWAY EXCAVATION	6,221	CY		\$ 12.85	\$ 79,939.85	\$ 25.00	\$ 155,525.00
203.02	OVEREXCAVATION/BACKFILL	100	CY		\$ 34.00	\$ 3,400.00	\$ 17.00	\$ 1,700.00
212.01	REMOVE AND REPAIR LANDSCAPING/SPRINKLER SYSTEM	1	FA		\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
302.01	TYPE II AGGREGATE BASE	5,673	CY		\$ 11.00	\$ 62,403.00	\$ 34.00	\$ 192,882.00
402.01	6" PLANTMIX BITUMINOUS SURFACE	51,570	SY		\$ 18.85	\$ 972,094.50	\$ 23.20	\$ 1,196,424.00
403.01	¾" UTACS BONDED WITH A PMM, S3 GRADATION	59,716	SY		\$ 7.75	\$ 462,799.00	\$ 9.70	\$ 579,245.20
609.01	RELOCATE 10' TYPE CM2 DROP INLET	1	EA		\$ 30,800.00	\$ 30,800.00	\$ 11,000.00	\$ 11,000.00
609.02	INSTALL 15' TYPE CM2 DROP INLET	1	EA		\$ 33,700.00	\$ 33,700.00	\$ 13,700.00	\$ 13,700.00
609.03	INSTALL 20' TYPE CM2 DROP INLET	1	EA		\$ 41,700.00	\$ 41,700.00	\$ 17,600.00	\$ 17,600.00
609.04	VERTICAL ADJUST STORM DRAIN MANHOLE	17	EA		\$ 420.00	\$ 7,140.00	\$ 720.00	\$ 12,240.00
613.01	TYPE "L" CURB AND GUTTER	619	LF		\$ 31.00	\$ 19,189.00	\$ 35.00	\$ 21,665.00
613.02	SIDEWALK DRAIN	1	EA		\$ 1,320.00	\$ 1,320.00	\$ 1,640.00	\$ 1,640.00
613.03	CONCRETE SIDEWALK	6,010	SF		\$ 6.10	\$ 36,661.00	\$ 7.55	\$ 45,375.50
613.04	DETECTABLE TACTILE WARNING STRIPS (24" WIDE)	16	EA		\$ 535.00	\$ 8,560.00	\$ 668.00	\$ 10,688.00
613.05	CONCRETE TACK-ON MEDIAN ISLAND	23,569	SF		\$ 9.10	\$ 214,477.90	\$ 9.90	\$ 233,333.10
613.06	CONCRETE CROSS-GUTTER	256	SF		\$ 9.25	\$ 2,368.00	\$ 12.75	\$ 3,264.00
622.01	CONSTRUCTION SURVEYING	1	LS		\$ 82,500.00	\$ 82,500.00	\$ 67,500.00	\$ 67,500.00
623.01	TRAFFIC SIGNAL MODIFICATIONS AT CHEYENNE/RAMPART	1	LS		\$ 62,500.00	\$ 62,500.00	\$ 68,000.00	\$ 68,000.00
623.02	TRAFFIC SIGNAL MODIFICATIONS AT CHEYENNE/CIMARRON	1	LS		\$ 273,800.00	\$ 273,800.00	\$ 289,000.00	\$ 289,000.00

BID ABSTRACT
CHEYENNE AREA REHABILITATION RAMPART BLVD TO BUFFALO DRIVE
06.1730.35-LED

ITEM NO.	DESCRIPTION	QTY	UNIT OF MEASURE		Southern NV. Paving		Wells Cargo, Inc.	
					UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
623.03	TRAFFIC SIGNAL MODIFICATIONS AT CHEYENNE/BUFFALO	1	LS		\$ 91,600.00	\$ 91,600.00	\$ 98,500.00	\$ 98,500.00
623.04	RELOCATE EXISTING STREET LIGHT (SINGLE-MAST W/ 15' MAST ARM)	3	EA		\$ 7,700.00	\$ 23,100.00	\$ 8,300.00	\$ 24,900.00
623.05	RELOCATE EXISTING STREET LIGHT (DOUBLE-MAST)	2	EA		\$ 8,300.00	\$ 16,600.00	\$ 8,850.00	\$ 17,700.00
623.06	INSTALL STREET LIGHTING PULLBOX (NO. 3-1/2)	2	EA		\$ 940.00	\$ 1,880.00	\$ 1,000.00	\$ 2,000.00
3.07	INSTALL TRAFFIC SIGNAL PULLBOX (NO. 5)	4	EA		\$ 1,250.00	\$ 5,000.00	\$ 1,328.00	\$ 5,312.00
623.08	INSTALL TRAFFIC SIGNAL PULLBOX (NO. 7)	3	EA		\$ 2,100.00	\$ 6,300.00	\$ 2,214.00	\$ 6,642.00
623.09	INSTALL P30 PULLBOX	8	EA		\$ 2,700.00	\$ 21,600.00	\$ 2,900.00	\$ 23,200.00
623.10	INSTALL TYPE 200 SPLICE VAULT	3	EA		\$ 8,300.00	\$ 24,900.00	\$ 8,850.00	\$ 26,550.00
623.11	ADJUST STREET LIGHT PULLBOX (NO. 3-1/2)	1	EA		\$ 420.00	\$ 420.00	\$ 443.00	\$ 443.00
623.12	ADJUST TRAFFIC SIGNAL PULLBOX (NO. 5)	6	EA		\$ 525.00	\$ 3,150.00	\$ 553.00	\$ 3,318.00
623.13	INSTALL 3" PVC CONDUIT WITH (1) #8 TRACER WIRE	1,150	LF		\$ 55.00	\$ 63,250.00	\$ 59.00	\$ 67,850.00
623.14	INSTALL 4" PVC CONDUIT WITH (1) #8 TRACER WIRE	200	LF		\$ 73.00	\$ 14,600.00	\$ 77.50	\$ 15,500.00
623.15	INSTALL 25 PAIR #22 INTERCONNECT CABLE	2,500	LF		\$ 7.30	\$ 18,250.00	\$ 7.75	\$ 19,375.00
623.16	INSTALL 25 CONDUCTOR #14 TRAFFIC SIGNAL CABLE	1,000	LF		\$ 12.50	\$ 12,500.00	\$ 13.25	\$ 13,250.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	1	LS		\$ 126,500.00	\$ 126,500.00	\$ 222,400.00	\$ 222,400.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGN	20	DAY		\$ 78.00	\$ 1,560.00	\$ 83.00	\$ 1,660.00
625.02	PORTABLE ARROW DISPLAY	540	DAY		\$ 26.00	\$ 14,040.00	\$ 28.00	\$ 15,120.00
627.01	RELOCATE PERMANENT SIGN (GROUND MOUNTED)	3	EA		\$ 133.50	\$ 400.50	\$ 142.00	\$ 426.00
627.02	RELOCATE PERMANENT SIGN (STREET LIGHT POLE MOUNTED)	3	EA		\$ 47.00	\$ 141.00	\$ 50.00	\$ 150.00
627.03	INSTALL PERMANENT SIGN (GROUND MOUNTED)	11	EA		\$ 220.00	\$ 2,420.00	\$ 232.00	\$ 2,552.00
627.04	RELOCATE REFLECTOR POST	2	EA		\$ 68.00	\$ 136.00	\$ 72.00	\$ 144.00
628.01	TYPE I HOT INLAY FILM (LANE ARROWS)	84	EA		\$ 180.00	\$ 15,120.00	\$ 190.00	\$ 15,960.00
628.02	TYPE I HOT INLAY FILM (ONLY)	35	EA		\$ 180.00	\$ 6,300.00	\$ 190.00	\$ 6,650.00
628.03	TYPE I HOT INLAY FILM (8" SOLID WHITE CROSSWALK LINE)	810	LF		\$ 3.95	\$ 3,199.50	\$ 4.15	\$ 3,361.50
628.04	TYPE II HOT INLAY FILM (8" SOLID WHITE STORAGE LINE)	141	LF		\$ 4.20	\$ 592.20	\$ 4.45	\$ 627.45
628.05	TYPE I HOT INLAY FILM (STOP BARS/CROSSWALK BARS/GORE BARS)	5,186	SF		\$ 4.50	\$ 23,337.00	\$ 4.80	\$ 24,892.80

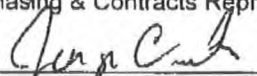
BID ABSTRACT
CHEYENNE AREA REHABILITATION RAMPART BLVD TO BUFFALO DRIVE
06.1730.35-LED

					Southern NV. Paving		Wells Cargo, Inc.	
ITEM NO.	DESCRIPTION	QTY	UNIT OF MEASURE		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.06	PAINTED MEDIAN	9,566	SF		\$ 0.65	\$ 6,217.90	\$ 0.70	\$ 6,696.20
629.01	VERTICAL ADJUST WATER VALVE	57	EA		\$ 340.00	\$ 19,380.00	\$ 645.00	\$ 36,765.00
629.02	VERTICAL ADJUST BLOW-OFF RISER	3	EA		\$ 470.00	\$ 1,410.00	\$ 2,190.00	\$ 6,570.00
629.03	VERTICAL ADJUST WATER MANHOLE	11	EA		\$ 420.00	\$ 4,620.00	\$ 1,070.00	\$ 11,770.00
629.04	RELOCATE WATER METER BOX AND WATER METER	1	EA		\$ 5,900.00	\$ 5,900.00	\$ 2,117.00	\$ 2,117.00
629.05	RETROFIT 1" WATER SERVICE WITH 1" RPPA	1	EA		\$ 12,500.00	\$ 12,500.00	\$ 3,320.00	\$ 3,320.00
629.06	RELOCATE TEST STATION	3	EA		\$ 1,450.00	\$ 4,350.00	\$ 2,300.00	\$ 6,900.00
629.07	RELOCATE AIR VALVE ASSEMBLY	1	EA		\$ 9,150.00	\$ 9,150.00	\$ 6,225.00	\$ 6,225.00
629.08	RELOCATE FIRE HYDRANT	1	EA		\$ 14,700.00	\$ 14,700.00	\$ 5,880.00	\$ 5,880.00
630.01	VERTICAL ADJUST SEWER MANHOLE	33	EA		\$ 420.00	\$ 13,860.00	\$ 720.00	\$ 23,760.00
633.01	INSTALL NON-REFLECTIVE RAISED PAVEMENT MARKERS	5,878	EA		\$ 1.40	\$ 8,229.20	\$ 1.50	\$ 8,817.00
633.02	INSTALL REFLECTIVE RAISED PAVEMENT MARKERS	1,830	EA		\$ 2.45	\$ 4,483.50	\$ 2.60	\$ 4,758.00
633.03	INSTALL REFLECTIVE RAISED MEDIAN MARKERS	106	EA		\$ 3.12	\$ 330.72	\$ 3.30	\$ 349.80
633.04	INSTALL FIRE HYDRANT IDENTIFIER BLUE REFLECTIVE MARKERS	16	EA		\$ 5.25	\$ 84.00	\$ 5.50	\$ 88.00
637.01	DUST CONTROL	1	LS		\$ 13,000.00	\$ 13,000.00	\$ 47,000.00	\$ 47,000.00
TOTAL BID AMOUNT:						\$ 3,368,000.00		\$ 4,119,445.85
Engineer Estimate: \$2,832,268.45								
Responsive Bidder								
Responsible Bidder								

TO: Jorge Cervantes. Please review and approve award to Las Vegas Paving Corporation

prior to September 8, 2006 for Council award on 10/4/06


Purchasing & Contracts Representative


Department/Division Signature

9/6/06
Date

9/8/06
Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Agreement No. 070117 for a Blanket Professional Services Agreement associated with various construction related projects - Department of Public Works - Award recommended to HARRIS & ASSOCIATES (\$250,000 - Various Funds) – All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Public Works

Amount: \$250,000

Funding Source: Various Funds

PURPOSE/BACKGROUND:

This Blanket Professional Services Agreement will provide for constructability reviews, professional construction cost estimates, value engineering, CPM scheduling, change order review and analysis and construction claims review and analysis. Task orders will be issued on a project by project basis as the need arises.

PCC: L.G. Minor

POC: James D. Morris - (702) 597-9410

RECOMMENDATION:

That City Council approve Agreement No. 070117 for a Blanket Professional Services Agreement associated with various projects to Harris & Associates in the amount of \$250,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

EXHIBIT "G"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	<u>Contracting Entity</u>
Harris & Associates	
Name	
2310 Paseo Del Prado, Suite A104, LV, Nv 89102	
702-697-9410	
EIN or DUNS	

Block 2	<u>Description</u>
Constructability reviews, professional construction cost estimates, value engineering, CPM scheduling, change order review and analysis, and construction claims review and analysis	
RFP #:	

Block 3	<u>Type of Business</u>
☐	Individual
☐	Partnership
☐	Limited Liability Company
☒	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4

Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See Exhibit "1" Attached		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

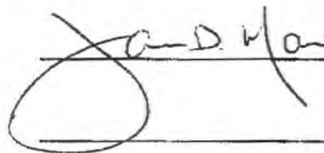
Block 5

Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. Description of such disclosure documents must be included below.

Name of Attached Document: Exhibit 1
Date of Attached Document: 10/3/06 Number of Pages: 1

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



Name

10-3-06

Date

Subscribed and sworn to before me this 3rd day of

October, 2006

C. Laffoon

Notary Public

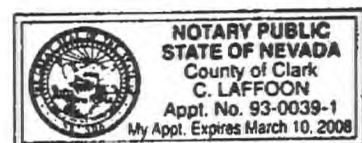


EXHIBIT 1**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS****Block 4 Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	L. Carl Harris	120 Mason Circle - Concord, CA 94520	1-925-827-4900
2.	Guy A. Erickson	120 Mason Circle - Concord, CA 94520	1-925-827-4900
3.	Jeffrey M. Cooper	120 Mason Circle - Concord, CA 94520	1-925-827-4900
4.	Neil M. McCosker	120 Mason Circle - Concord, CA 94520	1-925-827-4900
5.	James L. Parmley	120 Mason Circle - Concord, CA 94520	1-925-827-4900
6.	Vernon A. Phillips	120 Mason Circle - Concord, CA 94520	1-925-827-4900
7.	Marian Ross	120 Mason Circle - Concord, CA 94520	1-925-827-4900
8.	Robert Guletz	120 Mason Circle - Concord, CA 94520	1-925-827-4900
9.	Gregory G. Ow	120 Mason Circle - Concord, CA 94520	1-925-827-4900
10.	Brian A. Danley	120 Mason Circle - Concord, CA 94520	1-925-827-4900
	James D. Morris	120 Mason Circle - Concord, CA 94520	1-925-827-4900
	Byron G. Tobey	120 Mason Circle - Concord, CA 94520	1-925-827-4900
13.	Larry G. Timmer	120 Mason Circle - Concord, CA 94520	1-925-827-4900
14.	Steven E. Roberts	120 Mason Circle - Concord, CA 94520	1-925-827-4900
15.	Russell A. Moore	120 Mason Circle - Concord, CA 94520	1-925-827-4900
16.	David T. SeEVERS	120 Mason Circle - Concord, CA 94520	1-925-827-4900
17.	Edward A. Kozlowski	120 Mason Circle - Concord, CA 94520	1-925-827-4900
18.	James R. Guerrero	120 Mason Circle - Concord, CA 94520	1-925-827-4900
19.	Isaac C. Dee	120 Mason Circle - Concord, CA 94520	1-925-827-4900
20.	Jules P. Feher	120 Mason Circle - Concord, CA 94520	1-925-827-4900

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Agreement No. 070115, Engineering Design Services Agreement for Cliff Shadows Parkway Improvements – Department of Public Works – Award recommended to: VTN NEVADA (\$344,018 - Road and Flood Capital Projects Fund) - Ward 4 (Brown)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Public Works

Amount: \$344,018

Funding Source: Road and Flood CPF

PURPOSE/BACKGROUND:

This project consists of the preliminary design and preparation of plan drawings and special provisions for Cliff Shadows Pkwy Improvements. The purposed improvements will widen Cliff Shadows Pkwy to the West, provide sidewalks, curb, gutter, aggregate base and bituminous from Fire Cliffs Ave to W. Alexander Rd; Provide 700' of sidewalk on the West side Cliff Shadows Pkwy South of Hickam Ave; Research existing development plans along Cliff Shadows Pkwy From Buckskin Ave. to Lone Mtn Ave and prepare summary of existing bituminous pavement thickness and base thickness; the City will provide traffic counts along Cliff Shadows Pkwy to determine new roadway section; Based on existing AC and Traffic counts proposed asphalt improved will be recommended to the City; and prepare plans for ¾ " open grade bituminous full width from Buckskin Ave to Lone Mtn Ave.

PCC: L. G. Minor

POC: Gene Krametbauer – (702) 247-4020

RECOMMENDATION:

That City Council approve Agreement No. 070115, Engineering Design Services Agreement for Cliff Shadows Parkway Improvements to VTN Nevada in the amount of \$344,018. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Certificate – Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

**Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

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Block 1	<u>Contracting Entity</u>
<u>Name</u>	VTN Nevada
<u>Address</u>	2727 S. Rainbow Blvd. Las Vegas, NV 89146
<u>Telephone</u>	(702) 247-4020
<u>EIN or DUNS</u>	

<u>Block 2</u>	<u>Description</u>
<u>Subject Matter of Contract/Agreement</u>	

Block 3

Type of Business

Individual

Partnership

Limited Liability Company

Corporation**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4

Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Ken D. Gilbreth, P.E.	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
2.	Stephen P. Gurlides, P.L.S.	"	"
3.	Gene D. Krametbauer, P.L.S.	"	"
4.	Charley R. Johnson, P.E.	"	"
	James A. Thomas, P.E.	"	"
6.	Daniel Bender, P.E.	"	"
7.	Robert Hosea, P.E.	"	"
8.	Anthony Zicari, P.L.S.	"	"
9.	Daniel Hood, P.E.	"	"
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5

Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document

N/A

Date of Attached Document

Number of Pages

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

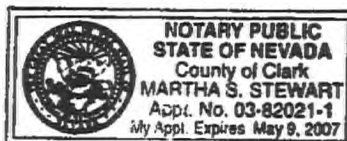
VTN Nevada

Firm Name

Gene Krametbauer, Principal

Subscribed and sworn to before me this 1th day ofSeptember, 2006.

Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: CLAUDETTE ENUS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval to contract with Health Plan of Nevada (HPN) for Health Maintenance Organization (HMO) services (\$2,305,000 - Self-insurance Internal Service Fund)

Fiscal Impact

☐ **No Impact**

☐ **Augmentation Required**

☒ **Budget Funds Available**

Dept./Division: HR/Insurance Services Division

Amount: \$2,305,000.00

Funding Source: Self-insurance Internal Service Fund

PURPOSE/BACKGROUND:

The City of Las Vegas currently uses Health Plan of Nevada (HPN) for its Health Maintenance Organization (HMO) medical plan. A renewal has been submitted that extends the current contract until December 31, 2007. A rate increase of 5.0% has been requested for 2007. Costs are within approved FY2007 budgets.

RECOMMENDATION:

Approval to renew the Health Maintenance Organization contract with Health Plan of Nevada.

BACKUP DOCUMENTATION:

HPN Renewal Plan 2007

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)



September 25, 2006

Steve Miller
Employee Benefits Administrator
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Subject: Health Plan of Nevada – 2007 HMO Renewal Rates

Dear Steve:

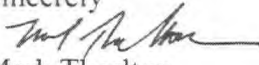
We have reviewed the final renewal rates offered for the HPN HMO plan. Based on current health care inflationary trends in the 7% - 12% range; we believe the 5% increase represents a fair and reasonable renewal adjustment for the HMO plan.

HPN – HMO Plan – 10 Rx - \$5 / \$25 / \$45	2007 Rates
Employee	\$264.68
Employee + One Dependent	\$510.85
Employee + Family	\$653.75

Senior Dimensions Rates	
Senior Dimensions Risk Rate	\$26.75
One Senior Dimensions and Spouse without Senior Dimensions	\$272.92
One with Senior Dimensions and Child without Senior Dimensions	\$272.92
One with Senior Dimensions and Children without Senior Dimensions	\$415.82
One with Senior Dimensions and Spouse without Senior Dimensions and Child/Children without Senior Dimensions	\$415.82
Two with Senior Dimensions and Child / Children without Senior Dimensions	\$196.40
Two with Senior Dimensions Only	\$53.50

Please contact me with any questions you may have regarding this renewal.

Sincerely


Mark Thornton
Account Executive

Cc: Tanna Prince

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: CLAUDETTE ENUS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approve the deferred compensation contracts with The Hartford, ICMA-RC, and Nationwide to include a loan provision

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

The Hartford, ICMA-RC, and Nationwide deferred compensation plans do not contain a provision to allow for loans by the participant. Current participants must wait until separation from service in order to access any funds from his/her deferred compensation account. Approval is requested to allow in-service loans from individual accounts. The loans would be administered in compliance with the Internal Revenue Service "Safe Harbor" guidelines. There is no fiscal impact for this program.

RECOMMENDATION:

Approval to amend The Hartford deferred compensation contract #150030, the ICMA-RC deferred compensation contract #303465, and the Nationwide deferred compensation contract #2801UF to include a loan provision.

BACKUP DOCUMENTATION:

Loan Amendment Outline

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

Memorandum

City of Las Vegas
Department of Human Resources
Insurance Services Division

To: Investment Committee
From: Steve Miller, Benefits Administrator
CC: Vicki Robinson, Manager – Insurance Services
Date: September 26, 2006
Re: Loan Amendment Outline

Loan Provision Basic Outline

Loan Accounts: Only 457 Plans maintained by the City of Las Vegas will be eligible for loans. 401(a) Plans will not be eligible for loans.

Loan Application Fee: Each company may charge a loan set up fee and may charge an annual fee to administer the loan. Each company has the option to implement either or both of these provisions.

Loan Default: All loans are due and payable in full upon separation from service.

Loan Default fee: At the time when a default occurs, a loan default fee may be deducted from the Participant's account. Each Company has the option to implement this provision.

Loan Frequency: No more than one loan outstanding at one time. This is aggregated between all accounts. (For example, a person with ICMA and Hartford accounts can only apply for one loan, not one loan from each company).

No more than one loan application in a calendar year.

Loan Interest Rate: Prime Rate plus 1%.

Loan Maximum: Lesser of (i) 50% of the Participant's vested account balance minus any outstanding loan balance under the Plan or (ii) \$50,000 minus the highest outstanding loan balance during the preceding calendar year. Loan Maximum amounts are aggregated between accounts.

Loan Minimum: \$1,000

Loan Repayment: Must be repaid by payroll deduction.

Loan Security: By accepting a loan, the Participant is giving a security interest in his or her vested Plan balance as of the date of the Loan Process Date, together with all additions thereof, to the Plan that shall at all times be equal to 100% of the unpaid principal balance of the loan together with accrued interest and fees.

Loan Term: Maximum 5 years.

A loan for purchase of a principal residence with a 15-year repayment schedule is not allowed.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: CLAUDETTE ENUS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval to extend the contract with Southwest Administrators (SWA) for Third Party Administration Services (\$211,000 -Self-insurance Internal Service Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: HR/Insurance Services Division

Amount: \$211,000.00

Funding Source: Self-insurance Internal Service Fund

PURPOSE/BACKGROUND:

The City Health Insurance Plan (CHIP) is a self-funded Preferred Provider Organization (PPO) plan. Third party administration for CHIP medical and all dental claims payment is currently contracted with Southwest Administrators. This contract would extend to December 31, 2007.

RECOMMENDATION:

Approve the contract extension with Southwest Administrators for Third Party Administration.

BACKUP DOCUMENTATION:

SWA Renewal Plan 2007

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)



SOUTHWEST ADMINISTRATORS, INC.

September 13, 2006

Mr. Steve Miller
Department HR – City Hall
400 East Stewart
Las Vegas, NV 89101

Re: Administrative Services Renewal

Dear Steve,

On behalf of Southwest Administrators, Inc, I would like to thank you for the opportunity we have had to serve you and your members for the past four years. We hope that we will continue to have a long future together. As you are aware, our contract is expiring on December 31, 2006.

We are presenting you with a one-year renewal contract for Medical, HIPAA and Dental TPA services. Our fee proposal will still be based on a per capita basis. The extension of the contract will be effective January 1, 2007 through December 31, 2007 and is as follows:

Medical - January 1, 2007 - \$13.06 Per Eligible Per Month

Dental - January 1, 2007 - \$4.72 Per Eligible Per Month

HIPAA - January 1, 2007 - \$0.41 Per Eligible Per Month

If you have any questions, please contact me at 702-253-3302.

Sincerely,

Maryse Peoples
Account Executive
Southwest Administrators

Cc: Tanna Prince, Lockton

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: CLAUDETTE ENUS

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval to renew the contract with Lumenos as administrator for Consumer Driven Health Care (\$610,000 - Self-insurance Internal Service Fund)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: HR/Insurance Services Division

Amount: \$610,000.00

Funding Source: Self-insurance Internal Service Fund

PURPOSE/BACKGROUND:

The Consumer Driven Health Plan (CDHP) has been administered by Lumenos since 2004. A renewal for calendar year 2007 has been offered with a 0% rate increase over 2006. However, Lumenos has enhanced the benefit package for 2007 and the cost for the enhancements is \$610,000. These costs are within approved FY07 budgets.

RECOMMENDATION:

Approval to renew the contract with Lumenos for Plan Year 2007.

BACKUP DOCUMENTATION:

Lumenos Renewal Plan 2007

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

Lumenos

Health Care Enlightened



August 25, 2006

Steve Miller
Employee Benefits Administrator
City of Las Vegas
City Hall
400 Stewart Avenue
Las Vegas, NV 89101

Dear Steve,

Lumenos is pleased to present the renewal rate for Plan Year 2007. Based on our recent negotiations with you and Vicki we are happy to waive the previously communicated rate renewal increase. Therefore the City of Las Vegas 2006 ASO rate of \$38.16 PEPM will remain in effect for the duration of Plan Year 2007. Please let us know in writing, either by letter or by e-mail, your agreement with the 2007 PEPM rate of \$38.16.

Further, we would like to confirm the changes to the Lumenos HRA plan for Plan Year 2007, which will include:

1. Increase the annual HRA allocation to \$2,000 for the employee plus one dependent coverage tier;
2. Increase to \$3,000 the annual HRA allocation for the employee plus family coverage tier;
3. Eliminate any pre-existing condition language and;
4. Eliminate the existing \$500 cap on the preventive care services wellness benefit.

We look forward to hearing from you and to continued success in our 2007 Plan Year and beyond.

Best Regards,

Anne D. Inge
Account Manager

CC: Tanna Prince, Lockton Companies of Colorado

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN K. HARSIN

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of the Memorandum of Understanding (MOU) for the Homeownership for Educators Program between the Clark County School District (CCSD) and the city of Las Vegas - All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

On April 19, 2006, Council approved program revisions for the Homeownership for Educators Program to assist teachers who income qualify, teach at schools located in the city of Las Vegas and rent apartments or purchase homes within the city of Las Vegas. The MOU formalizes the eligibility determination procedures and obligations between the city of Las Vegas and CCSD. To date, forty (40) teachers have signed up to participate in the program.

RECOMMENDATION:

Staff recommends approval of the MOU and authorizes the Mayor to execute the MOU and any amendment thereto and further authorizes the Department Director to execute any related documents in furtherance of MOU and approved by the City Attorney's Office.

BACKUP DOCUMENTATION:

Memorandum of Understanding for the Homeownership for Educators Program

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

**MEMORANDUM OF UNDERSTANDING
HOMEOWNERSHIP FOR EDUCATORS PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 23rd day of OCTOBER, 2006, by and between the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada ("City") and **CLARK COUNTY SCHOOL DISTRICT**, a public entity in the State of Nevada. ("CCSD").

RECITALS

WHEREAS, the City administers the City of Las Vegas Redevelopment Agency's Housing Set-Aside funds which was established pursuant to NRS 279.685 to promote low-income housing in the community of the City of Las Vegas; and

WHEREAS, the City and CCSD are desirous of establishing a Homeownership for Educators Program ("Program") which will assist entry-level educators employed by CCSD with housing assistance; and

WHEREAS, the City and CCSD desire to initiate and administer the Program for the upcoming 2006-2007 school year in accordance with the terms of this MOU.

NOW, THEREFORE, the City and CCSD do hereby understand and agree to the following Program requirements:

1. Program Funding – The City agrees to provide an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) in Redevelopment Set-Aside Funds (the "Funds") to CCSD for the Homeownership for Educators Program. The Program will provide eligible teachers with assistance with lease/rental payments or assistance for mortgage buy down for a purchase of a residence. The Funds will be disbursed in accordance with the satisfactory completion of the Program requirements as set forth in this MOU.
2. Program Requirements. The City and CCSD agree that the teachers who receive these Funds shall meet the following eligibility requirements:
 - A. The teacher shall reside and work within the limits of the City of Las Vegas. The teacher's home and work addresses shall be verified that each property is located within the city limits of the City of Las Vegas.
 - B. The teacher's family income must be within the current family income guidelines for affordable housing as established by the U.S. Department of Housing and Urban Development ("HUD"), and as amended from time to time. The current family income guidelines are attached to this MOU as Exhibit 1.
 - C. Attachment 1 is a form of the application and accompanying Information Packet which shall be submitted by each teacher requesting assistance from this Program.
 - D. The teacher shall submit a copy of the last income tax return as proof of income his/her income level.

- E. If the teacher is applying for rental assistance, the following requirements shall be met:
- i. The teacher shall require its landlord/property manager to submit verification of the teacher's continuing residence at the rental property in the Las Vegas city limits. Attachment 2 is a form of the verification to be submitted monthly by the teacher's landlord/property manager.
 - ii. The teacher shall have either a 6 month or a 12 month lease/rental term. The term shall begin no later than October 1, 2006. A copy of the Lease or rental Agreement shall be submitted as evidence of the teacher's residence and commitment to the lease/rental arrangement.
- F. If the teacher is applying for mortgage buy down assistance, the following requirements shall be met:
- i. The residence must be located within the boundary limits of the City of Las Vegas. The residence may be a single family home, condominium or manufactured housing unit.
 - ii. The teacher must be a first time homebuyer under HUD's definition of not having purchased or owned a home within three (3) years of closing on another name.
 - iii. The property must be used as the teacher's principal residence. Subleasing of the residence shall be prohibited.
 - iv. The qualified teacher homebuyer must:
 1. Secure a first mortgage loan.
 2. Attend a homebuyer counseling program provided by a HUD-certified counseling agency.
 3. Make a minimum investment of \$500 by the close of escrow.
 4. May not have total assets exceeding \$10,000 (excluding 2 vehicles, subject residence property, furniture and fixtures). Asset include, but are not limited to, checking account savings accounts, money market accounts, bonds, stocks, mutual funds, pension funds, 401 k funds, IRAs, boats and motor homes or similar recreational vehicles.
 5. Occupy the residence for the duration of the HUD affordability period which is ten (10) years.
 6. Accept a deed restriction for a ten (10) year term from the date of the close of escrow.
 7. Not allow any liens or encumbrances on the residence property for the ten (10) year eligibility period.
3. Term – Upon satisfactory completion and submittal of the teacher's application and information packet to the City and approval of the teacher's Program requirements, the City agrees to provide rental/lease assistance of up to \$1,000 per month for a one year period or mortgage buy down assistance for up to \$30,000.
4. Documentation – CCSD agrees that it will be responsible for notifying the teachers of the Program and compiling the necessary documentation from the teachers, including the documentation for the Information Packet. Upon

acquiring the completed packets, CCSD shall deliver the teachers' application Information Packets to the City for review and approval of each teacher's eligibility of the Program assistance. The City reserves the right to require additional documentation as deemed necessary by the City to determine a teacher's eligibility to the Program.

5. Approval of Eligibility of Program Assistance – The City shall review and approve each Information Packet received from CCSD and shall provide notification to CCSD and the teacher applicant.
6. Disbursement of Program Lease/Rental Assistance – The City shall process and disburse monthly the Program assistance in an amount to be determined by the City. The City shall disburse a monthly rental check to the property manager/landlord on behalf of the teacher. The amount of the rental assistance may pay only a portion of the teacher's monthly rent. The balance of the monthly rent shall be paid by the teacher. The City nor CCSD bears no responsibility for the remainder of the rent owed to the landlord/property manager.
7. Termination of Teacher's Program Lease/Rental Assistance – If the qualified teacher moves outside of the city limits of the City of Las Vegas, leaves his/her position with CCSD or fails to meet or continue to meet any of the Program requirements set forth above, the lease/rental assistance provided by this Program shall be immediately terminated and no further Funds shall be disbursed.
8. Recapture Provisions for Mortgage Buy Down Assistance – The Program will require a deferred loan period of ten (10) years for loans up to \$30,000. The teacher will be required to repay the appropriate portion of the assistance provided according to the repayment schedule below if any of the following occurs:
 - A. The residence property is not the principal residence of the homebuyer teacher.
 - B. The homebuyer teacher does not continuously remain employed by CCSD at a school within the boundaries of the City of Las Vegas.
 - C. The homebuyer teacher has breached any other terms of the Program agreement.
 - D. There is a death of the last surviving homebuyer of the property during the period of affordability.
 - E. The residence property is sold or title is otherwise transferred during the period of affordability.
9. Repayment Schedule for Mortgage Buy Down – If the teacher homebuyer sells the residence property within the first five (5) years of purchase, the entire loan amount of \$30,000 will be deemed repayable to the City of Las Vegas. If the teacher homebuyer sells the residence property after the five (5) year period, the prorated repayment schedule below will be followed:
 - A. Through the end of the 6th year: \$15,000 (50% of the \$30,000)
 - B. Through the end of the 7th year: \$12,000 (40% of the \$30,000)
 - C. Through the end of the 8th year: \$9,000 (30% of the \$30,000)
 - D. Through the end of the 9th year: \$6,000 (20% of the \$30,000)
 - E. Through the end of the 10th year: \$3,000 (10% of the \$30,000)

10. Neither the City nor CCSD bear any responsibility for the payment of any funds to any property owner or to each other.

11. Notices - Any notice, demand, request, or other instrument which may be or is required to be given under this MOU shall be delivered in person or sent by United States certified or registered mail, postage prepaid, at the following addresses:

To City: City of Las Vegas
Neighborhood Services Department
Attention: Director
400 Stewart Ave., 2nd Floor
Las Vegas, NV 89101
702-229-2330

To CCSD: Clark County School District
Human Resources Division
Attention: Associate Superintendent
2832 E. Flamingo Rd.
Las Vegas, NV 89121
702-799-5011

Either Party hereto may change its address by giving ten (10) days advance notice to the other Party as provided herein.

12. Modification. This MOU shall not be amended or modified unless agreed to in writing by both parties.

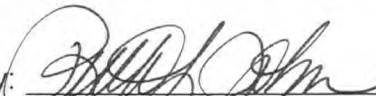
13. Assignment. Neither party may assign this MOU.

This Memorandum of Understanding shall be executed by the duly authorized representatives of each party and shall be effective on the date first above written.

CITY OF LAS VEGAS

CLARK COUNTY SCHOOL DISTRICT

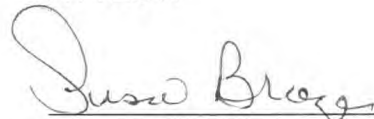
By: 
Oscar B. Goodman, Mayor

By: 
Ruth Johnson, President
Clark County School District
Board Of Trustees

ATTEST:


Barbara Jo Ronemus
City Clerk

ATTEST:

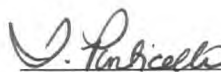

Susan Brager
CCSD Board of Trustees Clerk

Date of Official Action:

OCTOBER 18, 2006

Date of Official Action:

APPROVED AS TO FORM:

 10/4/06
Name: Teresita L. Ponticello
Deputy City Attorney

APPROVED AS TO FORM:

 9/1/06
C. W. Hoffman, Jr. Esq.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: STEPHEN K. HARSIN**☒ **Consent** ☐ **Discussion****SUBJECT:**

Approval to enter into an Agreement for Quality Enhancement Programs and Services between the Economic Opportunity Board Community Action Partnership - Childcare Assistance Division (EOB-CCAD) and the City of Las Vegas to receive \$140,000 for the Parents As Learning Support program (PALS) - All Wards

Fiscal Impact☒**No Impact**☐**Augmentation Required**☐**Budget Funds Available****Dept./Division:****Amount:****Funding Source:****PURPOSE/BACKGROUND:**

PALS Matching Grants targets children ages 5-12 and are designed to make families active participants in developing school-based family strengthening strategies. Through PALS funding, schools and parents can bring resources, training and tools to their school community to turn their schools into nurturing environments for children and families to grow and learn beyond school hours. Teams of parents, teachers and school staff are invited to apply for matching grants in amounts ranging from \$1,500 to \$8,000. PALS requires a dollar for dollar match through in-kind labor and/or donations.

RECOMMENDATION:

Staff recommends approval to enter into an Agreement for Quality Enhancement Programs and Services with the EOB Community Action Partnership - CCAD in the amount of \$140,000 and authorize the Mayor to execute the agreement upon approval by the City Attorney.

BACKUP DOCUMENTATION:

Agreement for Quality Enhancement Programs and Services

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

Child Care Assistance Division
2500 W. Washington Ave.
Las Vegas, Nevada 89106
Phone: (702) 387-KIDS (5437)
Toll Free: (888) 387-0090
Fax: (702)636-0078

AGREEMENT FOR QUALITY ENHANCEMENT PROGRAMS AND SERVICES

This Agreement ("Agreement") entered into by the Child Care Assistance Division ("CCAD") and City of Las Vegas ("Delegate Agency") and United Way of Southern Nevada for the purpose of providing Quality Enhancement Programs and Services, in compliance with the State of Nevada, Department of Human Resources Welfare Division Regulations, for compensation in the amount of \$140,000.00. This Agreement shall be effective for the period commencing July 1, 2006 to June 30, 2007, with the following stipulations, conditions, and requirements:

PERFORMANCE:

I. COMPLIANCE

- A. This Agreement shall not become effective until approved by the appropriate representatives or governing body of both CCAD and the Delegate Agency.
- B. IRS Tax Exemption Letter- Delegate Agency must have on file proof of IRS granting 501[c] 3 nonprofit status or other appropriate tax reporting documentation for public or private agencies.

II. ASSURANCES

- A. Autonomy of Parties - CCAD and the Delegate Agency are associated with each other only to the extent set forth in this Agreement, and in respect to the performance of services as defined in this Agreement. Each party shall remain autonomous from the other party, and subject only to the terms of this Agreement. Each party shall have the sole right to supervise, manage, operate, control and direct the performance of the details under this Agreement. Nothing contained in this document shall be construed to create a partnership, employer-employee relationship, or otherwise create liability for one party whatsoever with respect to indebtedness, liabilities, and obligation of the other.
- B. Severability - If any provision contained in this Agreement is held to be unenforceable by law, this Agreement shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.
- C. Keeping Good Records- Delegate Agency assures CCAD that it shall maintain accurate work records on participant services, assistance and references, duties performed under this Agreement, and financial transactions as may be required.

Delegate Agency agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the Delegate Agency, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office location of the Delegate Agency where such records may be found, with or without notice by auditors from CCAD or the State of Nevada, United Way of Southern Nevada, the Nevada Department of Administration, Budget Division, Nevada Attorney General's Office or its Fraud Control Units, the Nevada State Legislative auditor, any relevant Federal agency, including, but not limited to, the Comptroller General, the General Accounting Office and Office of the Inspector General.

D. Non-Political and Non-Religious Activities; Compliance with Laws - Delegate Agency assures that funds will not be used for any political activity or any activities to provide voters and prospective voters with transportation to the polls or similar assistance in connection with any election or any voter registration activity. Delegate Agency agrees to comply with Title VI of the Civil Rights Act of 1964. Delegate Agency will not use funds from CCDF for religious or sectarian purposes. Delegate Agency also agrees to comply with all applicable laws, ordinances and codes of State and local governments.

E. Delegate Agency does agree to defend, indemnify, and hold harmless CCAD, United Way of Southern Nevada and the Nevada Department of Human Resources and the employees, officers and agents of the Child Care Assistance Division, United Way and the Nevada Department of Human Resources from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Delegate Agency or the employees or agents of the Delegate Agency in the performance of this Contract. This indemnification is subject to the limitations and provisions of NRS Chapter 41.

F. Federal Conditions

1. Delegate Agency agrees to comply with Fair Labor Standards Act of 1938, as amended, which establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one half, as well as other provisions for employees paid under this agreement.

2. Delegate Agency agrees to comply with the Equal Employment Opportunity, Executive Order, which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin.

3. Delegate Agency agrees to comply with the Pro-children Act of 1994, Public Law 103-227, Part C-Environment Tobacco Smoke, by not permitting smoking in any portion of any non-residence indoor facility or facility which is leased by the Delegate Agency which portion is also used routinely or regularly for the provision of health, daycare, education, or library services to children under 18 years of age.
 4. Delegate Agency is responsible for maintaining full compliance with OMB Circulars A-122, A-123, A-127 and A-133.
- G. Confidentiality - Subject to the Delegate Agency's requirement to comply with NRS Chapter 239, Public Records, each party shall keep confidential all information, in whatever form, observed or received by that party to the extent that such information is confidential by law or as required in this Agreement.

III. SCOPE OF WORK

- A. Delegate Agency will provide staff services and support to its Child Care program.
- B. Delegate Agency will offer child care training programs that promote quality improvement in a variety of topics. Delegate Agency is responsible for determining the content and format of such training, and determining the cost, if any to the consumer. Additionally, the Delegate Agency will maintain records of attendees of such training.

IV. MONITORING AND REPORTING

- A. Delegate Agency agrees that it will keep and maintain current licenses, permits, notices and certifications which may be required by any City ordinance or state and Federal statutes and regulations that effect the provisions of work being carried out under this Agreement.
- B. Delegate Agency shall permit CCAD and/or the Nevada Department of Human Resources representatives to monitor program progress during the year. The Child Care Assistance Division will monitor Delegate Agency records at least one time during the year. Delegate Agency will further allow access by any authorized CCAD, State official or the Comptroller of the United States or any duly authorized representative to any documents related to the program during normal business hours.
- C. Delegate Agency will provide quarterly reports to CCAD regarding program status, services rendered and grants approved.

V. COMPENSATION

- A. CCAD agrees to compensate Delegate Agent an amount not to exceed \$140,000.00 for the grants, services and support provided by the Delegate Agency pursuant to this Agreement.
- B. Delegate Agency will be reimbursed by providing invoices, or other backup related to the services/grants provided, and the actual cost for compensation of the additional Licensing staff services and support. Delegate Agency shall provide a summary of the requested reimbursement, and attach all necessary back up documentation per request of funds.
- C. The Child Care Assistance Division or United Way of Southern Nevada will reimburse Delegate Agency, by check, within 30 days of receiving the request for reimbursement.
- D. Delegate Agency reimbursement requests must be submitted no later than ninety (90) days after the month of service. Billings submitted after ninety (90) days will be rejected as stale dated and are not eligible for payment approval.
- E. Delegate Agency final reimbursement requests for the contract period (July 1, 2006 through June 30, 2007) must be submitted no later than July 10, 2007. Any requests received after July 10, 2007 will be rejected as stale dated.

VI. TERMINATION

- A. This Agreement may be voluntarily terminated through a mutual decision by both parties, or unilaterally by either party at any time, with or without cause. All notices of termination required shall be provided in writing, and delivered by mail or in person to the other party not less than thirty (30) days prior to the effective date of the termination.
- B. The Delegate Agency shall be entitled to any reasonable and irrevocable expense incurred prior to the date of termination.
- C. If the Delegate Agency fails to fulfill its obligations in the performance of work specified under this Agreement, or violates any of the applicable laws or conditions, CCAD shall have the right to terminate this Agreement by giving no less than ten (10) days notice prior to the effective date of the termination. Upon such termination, Delegate Agency agrees to transfer to the Child Care Assistance Division any grant assets and applicable records, which are in its possession at the time of such termination.

I have read and understand the provisions contained within this agreement and agree to fulfill my obligations as stated.

CHILD CARE ASSISTANCE DIVISION

By: _____ Date: _____

Title: _____

CITY OF LAS VEGAS

By: _____ Date: _____
Oscar B. Goodman, Mayor

Attest:

Barbara Jo Ronemus, City Clerk

Approved as to form:

J. P. [Signature]
Date 9/28/06

UNITED WAY OF SOUTHERN NEVADA

By: _____ Date: _____

Title: _____

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN K. HARSIN

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of the Parents As Learning Support (PALS) funding recommendations to allocate \$140,000 in State Grant Funds to 26 Clark County School District elementary schools within the city of Las Vegas for the implementation of programs to increase parent involvement in education - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Neighborhood Initiatives

Amount: \$140,000

Funding Source: State Grant Funds

PURPOSE/BACKGROUND:

The Parents As Learning Support (PALS) matching grant program provides funding for teams of parents and school staff to develop projects to increase parent involvement in their schools and equip parents to continue the education process for their children after school hours. The \$140,000 allocated to this year's PALS projects will leverage a community match of over \$2.4 million in volunteer labor, in-kind donations of goods and services, financial contributions, and parent participation.

RECOMMENDATION:

Staff recommends approval of PALS funding for 26 elementary schools to increase parent involvement for a total of \$140,000 and authorize the Director of Neighborhood Services to execute the agreements upon final approval by the City Attorney.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. PALS Grant Recipient Spreadsheet
3. Submitted After Meeting – Executed Agreements

Motion made by GARY REESE to Approve Items 12-15 and 17-58, with Item 18 to reflect corrected Ward 3

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 18, 2006

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Approval of the Parents As Learning Support (PALS) funding recommendations to allocate \$140,000 to 26 Clark County School District elementary schools within the city of Las Vegas for the implementation of programs to increase parent involvement in education – All Wards

<u>PALS Funding Recommendations:</u>		
<u>Elementary School</u>	<u>Amount</u>	<u>Proposed Match</u>
O.K. Adcock Elementary	\$7,400	\$78,860
Doris Hancock Elementary	\$5,500	\$212,020
Herbert Derfelt Elementary	\$6,275	\$66,394
Red Rock Elementary School	\$4,500	\$85,200
Vail Pittman Elementary	\$3,750	\$168,930
Arturo Cambeiro Elementary	\$2,500	\$2,625
Howard Hollingsworth Elementary	\$7,500	\$310,800
John S. Park Elementary	\$7,000	\$62,370
Edythe & Lloyd Katz Elementary	\$5,000	\$27,480
Kermit Booker Elementary	\$8,000	\$110,900
Mabel Hoggard Elementary	\$6,700	\$118,093
Walter Bracken Elementary	\$8,000	\$45,645
Wing & Lilly Fong Elementary	\$8,000	\$15,060
James Bilbray Elementary	\$3,500	\$16,425
Kay Carl Elementary	\$6,500	\$257,400
Matt Kelly Elementary	\$2,500	\$10,560
Halle Hewetson Elementary	\$7,375	\$15,825
Lois Craig Elementary	\$4,500	\$7,020
Tom Williams Elementary	\$2,000	\$8,970
C.P. Squires Elementary	\$7,500	\$34,080
Fay Herron Elementary	\$4,200	\$120,000
Williams Ferron Elementary	\$6,800	\$379,320
Doris French Elementary	\$2,000	\$8,010
R. Guild Gray Elementary	\$6,000	\$27,630
Walter Long Elementary	\$1,000	\$3,470
Lomie Heard Elementary	\$6,000	\$48,975
Total PALS Allocations	\$140,000	
Total Grant Match		\$2,242,061

**2006-07 Parents As Learning Support (PALS)
Grant Funding Recommendations**

Schools and Projects	Project Descriptions	Amount Awarded	Proposed Grant Match
O.K. Adcock Elementary			
Welcome Spanish Speaking Families	Workshops, resources materials, and parent teacher conferences for Spanish speaking parents	2,000.00	6,460.00
Family Nights at School	Host family workshops and events on the school campus	2,000.00	29,310.00
Displays and Recognition	Provide awards to highlight student achievement and opportunities for students to display their work for parents	1,500.00	33,460.00
Fitness Projects	Host a series of family fitness events to encourage physical activity and educate parents on fitness and health	1,900.00	9,630.00
Total		\$7,400.00	\$78,860.00
Doris Hancock Elementary			
Hawk Connections	Purchase bulleting boards to display students work and post messages for parents and update the school's website	1,500.00	135,000.00
Healthy Hawks	Create a school mural of the United States to be used as component of a student and parent walking club	1,000.00	43,990.00
Hawks Community Gardening	Expand the school's existing community garden to include more beds for vegetables, a flower garden, and a butterfly garden	1,500.00	11,690.00
Smart Hawk Programs	After school clubs, family nights and school event with incentives for the entire family to encourage student achievement	1,500.00	21,340.00
Total		\$5,500.00	\$212,020.00
Herbert Derfelt Elementary			
Bicycle Rode	Bike skills workshop to teach bike safety rules	450.00	1,493.75

Doc's Amazing Bully Free Show	Assembly to teach students and parents how to deal with bullying	800.00	1,245.00
Fitness Field Day	School wide event to promote fitness and health	225.00	3,505.00
Fitness Mileage Club	Lunch time walking club where student earn incentives for distance walked	500.00	8,100.00
PTA Newsletter	Newsletter to share school information with parents and school staff	500.00	25,790.00
Spanish Translation	Purchase translation software to translation school information for Spanish speaking parents	300.00	11,910.00
Family Writing Night	Family workshop to teach and promote writing skills	1,000.00	4,520.00
Family Math Night	Family workshop to teach and promote math skills	1,000.00	4,520.00
Family Science Night	Family workshop to teach parent hands-on science experiments to help their students learn basic science concepts	800.00	2,460.00
Family Arts & Crafts Night	Arts and crafts workshop for students and families	700.00	2,850.00
Total		\$6,275.00	\$66,393.75
Red Rock Elementary			
Parent Resources Center	Create a parent resource center on the school's campus to provide families with educational resources and emergency assistance	2,500.00	7,500.00
Ed-Line	Connect the school to a student progress monitoring program and provide s computer for parents	1,000.00	25,800.00
Parenting Classes	Provide parenting classes for school parents	1,000.00	51,900.00
Total		\$4,500.00	\$85,200.00
Vail Pittman Elementary			
Panther Paw Volunteer	Provide incentives for parents to volunteer their time in school activities	750.00	47,250.00
Movies Under the Stars	Show movies for families relating to lessons students are learning in class, and provide parenting classes for parents	1,000.00	91,380.00

Make It/Take It/Munch It	Family activities to connect parents with classroom learning	1,000.00	13,050.00
Math and Literacy Strategies	Workshops to teach parents strategies for working with their children at home	1,000.00	17,250.00
Total		\$3,750.00	\$168,930.00
Arturo Cambeiro Elementary			
Baile Folklorico Cambeiro	Dance classes for students supported by parent volunteers	2,500.00	2,625.00
Total		\$2,500.00	\$2,625.00
Howard Hollingsworth Elementary			
School Volunteers	Training for parents interested in serving as school volunteers	1,000.00	240,000.00
Parenting Classes	Offer parenting workshops through the parent center	1,500.00	9,000.00
Family Writing Night	Workshops to help parents and students learn writing strategies	1,000.00	10,200.00
Science Fair	School science fair judged by volunteer parents	1,000.00	6,600.00
Art Workshops	After school art workshops for parents and students	1,000.00	30,000.00
Parent/School Development	Workshops to help parents develop language and literacy skills	2,000.00	15,000.00
Total		\$7,500.00	\$310,800.00
John Park Elementary			
Welcoming and Informing	Stickers, banners, and posters to publicize school events	1,500.00	35,800.00
Park Soccer Fun	Soccer clinic for students using parents as volunteer coaches and referees	2,500.00	9,920.00
Believe and Achieve	Workshop to teach parents how to help their students complete science projects and create project displays	3,000.00	16,650.00
Total		\$7,000.00	\$62,370.00
Edythe & Lloyd Katz Elementary			

Flag Football League	School football league using parents as volunteer coaches, "team moms" and referees	2,000.00	17,280.00
Nevada Day Celebration	Event to educate students on Nevada's history hosted by school staff and volunteer parents	3,000.00	10,200.00
Total		\$5,000.00	\$27,480.00
Kermit Booker Elementary			
Literacy, Science and Math Nights	Math and literacy workshops for parents	4,000.00	25,900.00
Celebrating Booker Picnic	Picnic and annual field day celebrating the schools progress	2,000.00	23,000.00
Fostering School Community and State Awareness	Activities and field trips to educate parents on how to access government officials to make changes in their community	2,000.00	62,000.00
Total		\$8,000.00	\$110,900.00
Mabel Hoggard Elementary			
Everyday Math Parent Training	Training for parents to assist students with math at home	2,700.00	18,301.85
Math League	Games and projects to help students strengthen their math skills	2,500.00	2,905.65
Agendas as a Communication Tool	Provide each student with an agenda to serve as a tool to increase communication between parents and school staff	1,500.00	96,885.00
Total		\$6,700.00	\$118,092.50
Walter Bracken Elementary			
Herb Cooking Garden	Parents and students will construct a green house to serve as an outdoor gardening classroom	2,000.00	6,510.00
Bracken Broadcasters	Video clips of students will be posted on the school's website to increase parent traffic	2,000.00	19,575.00
Leveled Reading	Books and materials to help students who are struggling with reading	2,000.00	2,460.00
Family Math and Science Nights	Math and science workshops to help parents develop their students math and science skills	2,000.00	17,100.00
Total		\$8,000.00	\$45,645.00

Wing and Lilly Fong Elementary			
Parent Resource Center	Create a parent resources center on the school campus to provide support to families in need	2,000.00	2,220.00
Health and Safety Awareness	School basketball and soccer leagues to promote fitness and healthy lifestyles	2,000.00	7,980.00
After School Tutoring	After school tutoring for students	2,000.00	2,700.00
Second Cup of Coffee	Workshops and round table discussions for parents and schools staff to gain more parent involvement and support	2,000.00	2,160.00
Total		\$8,000.00	\$15,060.00
James Bilbray Elementary			
Sight Word Soldiers	Reading incentive program offering incentives for participating students facilitated by school staff and parent volunteers	1,000.00	10,125.00
Nevada Reading Week Incentives	Activities for Nevada Reading Week facilitated by school staff and parent volunteers	500.00	1,800.00
Literacy Night	Family event to promote reading at home	500.00	2,250.00
Smart Start Literacy Training for Parents	Training for parents to help them prepare kindergarten students and younger siblings to succeed in school	1,500.00	2,250.00
Total		\$3,500.00	\$16,425.00
Kay Carl Elementary			
Adult and Peer Tutoring	Parent volunteers and students will help tutor students who are struggling in various subjects	2,000.00	216,900.00
2007 Spring Music Festival	Music program for students facilitated by school staff and parent volunteers	2,500.00	27,750.00
Reading Round-Up	Family event for Nevada Reading Week	2,000.00	12,750.00
Total		\$6,500.00	\$257,400.00
Matt Kelly Elementary			

Academic Enrichment	Series of events to teach parents strategies for improving their students skills at home and to show appreciation for school staff and parent volunteers	2,500.00	10,560.00
Total		\$2,500.00	\$10,560.00
Halle Hewetson Elementary			
Soccer Tournament	Students will participate in a multi-school soccer tournament, using parent volunteers as coaches and referees	2,375.00	3,960.00
Computer Training	Computer training for parents	1,000.00	4,025.00
English Training Communication	Workshops to help parents improve their English communication skills	2,000.00	3,940.00
UNLV Science Fair	Workshop hosted in conjunction with UNLV to help parents and students create science projects and displays	2,000.00	3,900.00
Total		\$7,375.00	\$15,825.00
Lois Craig Elementary			
Heading Towards Our Goal Drug Free Soccer	Students will participate in a multi-school soccer tournament, using parents volunteers as coaches and referees	2,000.00	2,700.00
Academic Club	After school homework assistance and tutoring for students facilitated by volunteer parents and school staff	1,500.00	2,100.00
Fitness Lions	Activities to help students increase their physical fitness	1,000.00	2,220.00
Total		\$4,500.00	\$7,020.00
Tom Williams Elementary			
Drug-Free Soccer	Students will participate in a multi-school soccer tournament, using parents volunteers as coaches and referees	2,000.00	8,970.00
Total		\$2,000.00	\$8,970.00
C.P. Squires Elementary			
Tiger Tales	Bulleting board, flyers and posters to promote parent participation in school activities	1,500.00	10,000.00
Traveling Tigers	Before school walking club for parents and students	1,000.00	5,000.00

Heading Towards Our Goal Soccer	Students will participate in a multi-school soccer tournament, using parents volunteers as coaches and referees	1,000.00	5,000.00
Tiger Time Tutoring	After school homework assistance and tutoring for students facilitated by volunteer parents and school staff	2,000.00	10,000.00
Learning Cottage	Training for parents in various subjects	2,000.00	4,080.00
Total		\$7,500.00	\$34,080.00

Fay Herron Elementary

Heading Towards Our Goal Soccer	Students will participate in a multi-school soccer tournament, using parents volunteers as coaches and referees	2,000.00	3,300.00
Family Literacy Night Activities	Events to teach parents strategies to help their students improve literacy skills at home	1,000.00	4,200.00
Family Literacy Adult Education	ESL and literacy courses for parents	1,200.00	112,500.00
Total		\$4,200.00	\$120,000.00

William Ferron Elementary

Communication Time	Improve communication between parents and the school by using newsletters, parent resource books, and student progress reports	1,000.00	350,445.00
Family Day Fitness	Day of fitness activities and a school picnic to promote fitness and health	2,000.00	10,050.00
Book and a Movie	Following monthly movie nights, parents will receive books to take home to help their children analyze what the movie	2,000.00	11,700.00
Parents As Academic Leaders	Meetings with school staff and parents to plan school activities	1,800.00	7,125.00
Total		\$6,800.00	\$379,320.00

Doris French Elementary

After School Space Club	Space club to encourage students to explore science hosted by volunteer parents and school staff	2,000.00	8,010.00
Total		\$2,000.00	\$8,010.00

R. Guild Gray Elementary

Movie Night	Event hosted at the school to allow families to come together with school staff to watch a movie	2,000.00	6,525.00
Parent Volunteer Dinner	Dinner to recognize and show appreciation for parent volunteers	2,000.00	8,355.00
Gray Founder's Day Picnic	Picnic to welcome parent to the school for the fall year and allow parents and school staff to meet face to face	2,000.00	12,750.00
Total		\$6,000.00	\$27,630.00
Walter Long Elementary			
Family Literacy Night	Family event to teach parents games and strategies to promote literacy a home	1,000.00	3,470.00
Total		\$1,000.00	\$3,470.00
Lomie Heard Elementary			
Parent Survey	Parent survey to learn their issues, interests and any talents or skills they would like to volunteer to school activities	1,000.00	510.00
Bike Rodeo	Event to promote bike safety and the rules of the road hosted by volunteer parents and school staff	1,500.00	12,450.00
Lunchtime Walking Club	Lunch time walking club for students and parent where participants earn incentives for distance walked	1,000.00	13,275.00
Family Nights	Family events to teach parents strategies to help their students continue to learn at home, and to provide information to meet parent needs	1,000.00	16,170.00
PTA Workroom Enhancements	Purchase new equipment for the PTA workroom	1,500.00	6,570.00
Total		\$6,000.00	\$48,975.00
Totals		\$140,000.00	\$2,242,061.25

Total PALS Amount
Total Grant Match

\$140,000.00
\$2,242,061.25

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
O.K. Adcock Elementary School**

THIS AGREEMENT, made and entered into this 24th day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and O.K. Adcock Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **6350 Hyde Avenue, Las Vegas, NV 89107**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **Fitness Projects, Welcome Spanish Speaking Families, Family Nights At School, and Displays and Recognition** that provide activities eligible under the Parents As Learning Support 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 **\$7,400.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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 and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Fitness Projects – Host a series of family fitness events to encourage physical activity and educate parents on fitness and health
- Welcome Spanish Speaking Families – Host workshops and provide resource materials for Spanish speaking parents
- Family Nights At School – Host family workshops and events on the school's campus
- Displays and Recognition – Provide awards to highlight student achievement and create opportunities for students to display their work for parents

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Helen Carlson, School Project Team 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 **October 18, 2006** or the date first written above, until **June 1, 2007**, 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 Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or 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 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) Volunteer Hour 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 Evaluation 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 Initiatives 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 PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, PALS 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 PALS 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 PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS 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 PALS 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 PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS 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, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, 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 PALS-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 PALS Program. An extension of an **June 1, 2007** 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 **2006-2007** PALS 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 6350 Hyde Avenue, Las Vegas, NV 89107.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

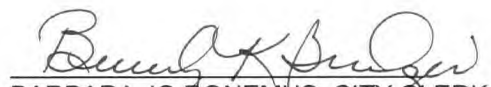
O.K. Adcock Elementary School, "SUBRECIPIENT"


Stephen Harsin, Director


Helen Carlson, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK
By: Beverly K. Bridges
Chief Deputy City Clerk

COUNCIL ACTION: October 18, 2006

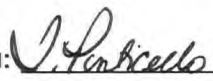
APPROVED AS TO FORM:  10/19/06

Exhibit “A”

5. Empower parents to be partners with the school to help their children succeed in school.

K. Explain the school, student or family need this project will address: 200 of the 600 students at Adcock come from families where Spanish is the primary language spoken at home. These parents have limited participation at school events.

L. How will this project increase parent participation in your school? This project will inform parents about the school expectations for their children, build their comfort level, and increase their trust in the school. These parents will learn academic behaviors through the planned activities. They will model and share with other parents and increase parent involvement. A lending library will be created of CD's, tapes, and books, for parents to borrow and use for helping their children.

M. How will your school sustain this parent involvement after the project has been completed? Spanish speaking parents will become the member volunteers who organize their topics of interest for future meetings. Funds from School Generated Funds (school fundraisers) will help finance the project.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Food	10	\$30	Snacks for each session	\$300
Paper	2 cases	\$20	Handouts	\$40
Food	1	\$75	Math Cooking Lessons	\$75
paper goods	10	\$10	Serving Snacks/Cooking	\$100
barbeque	1	\$400	Welcoming/closing event	\$400
Catering	2 meals	\$100	Traditional food to draw families together for 2 sessions	\$100
Videos	10	\$20	ELL family resources	\$200
CD's	10	\$20	ELL family Resources	\$200
Books	10	\$20	ELL family resources	\$200
Kits	5	\$50	Ell family resources	\$250

5. Learn how parents can create a partnership with the school to help children at home and at school.

K. Explain the school, student or family need this project will address: This project will help to make parents aware of the subjects taught in school and show them the grade-level expectations. Nights such as the Reading, Math, or Technology will be organized for families with hands-on activities. Parents will receive handouts on other resources, websites, and additional activities on how to help their child at home. Some nights like the Chili Salsa Cook-Off or the Picnic in the Park will be social events where parents can share and meet each other and their children's friends.

L. How will this project increase parent participation in your school? Parents will learn to value education. They will become aware of the expectation of school and of their child's future. They will learn how to help their children learn and study at home. These events will bring parents together as a community. They will meet and learn that they have things in common with others in their school community. Reading nights will further support the Nevada Reading Week and the Accelerated Reader already in place.

M. How will your school sustain this parent involvement after the project has been completed? Being involved and being invited to a number of diverse activities will encourage parent involvement. Some of the volunteers will be encouraged to join school committees to help organize events for the future. School Generated Funds (school fundraiser) will help finance the project.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Paper	10 cases	\$20	Handouts and activities	\$200
Cups	1 case	\$8	Science Experiment	\$8
Paper Clips	1 case	\$10	Science Experiment	\$10
Stir Sticks	1 box	\$6	Science Experiment	\$6
3 oz. cups	4 rolls	\$12	Chili-Salsa Night	\$36
Napkins	17 Pkgs	\$2	8 events	\$34
Trees	2	\$51	Earth/Arbor Day	\$100
postcards/printing	600	.50	Welcome Back to School	\$300

Paper Towels	2 cases	\$9	Science Night	\$18
ribbons	2 units	\$70	Science fair	\$140
Equate Math Game, Jr.	\$100	3	Math Night	\$300
Books	250	\$2	Reading Nights	\$500
Costumes	6	\$10	Reading Night Readers	\$60
postage	600	.38	Welcome Back to School	\$228
plants	12	\$5	Earth/Arbor	\$60
Total				\$2000

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Oct. Reading and Technology Night	2	4	1	8
Jan. Math/Science Night	8	7	1	56
Feb. Spelling Bee	6	2	1	12
Mar. Reading Week Family Night	6	2	1	12

K. Explain the school, student or family need this project will address: Students need recognition. It encourages all students to do better by watching their peers as an example. By participating in these projects they will gain self-confidence and better prepare themselves for their future careers by learning how to do displays and presentations. They feel important and appreciated for their efforts when they receive recognition in front of their peers and parents. This project will also prepare all students for their future by exposing them to technology presentations, oral presentation, and creating visual displays.

L. How will this project increase parent participation in your school? These events will encourage parents, families, and neighbors to come to school and see the work/honors that their child has received. Parents are more likely to come to school events if their children are involved. The variety of these activities will appeal at a majority of the school's students. Excellent displays and performances will encourage interest and future participation. These displays are examples of projects they will create in the future when they are pursuing their career.

M. How will your school sustain this parent involvement after the project has been completed? Events will be planned with parent volunteers who will help build partnerships within the community. Parents volunteers will feel more comfortable to offer their help and be members on school committees. School Generated Funds (school fundraisers) will help finance the project.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Certificates	6 pkgs	\$35	Academic/Attendance Awards	\$210
Play	1	\$246	Winter Musical	\$246
Pizza	60	\$6	DARE Graduation/Honors Chorus/Accelerated Reader	\$360
Cake	4	\$25	DARE Graduation/Honors Chorus	\$100
Soda	24 pkgs	\$4	DARE Graduation/Honors Chorus	\$96
costume rental	10	\$15	Winter Musical	\$150
paper items	2 events	\$15	DARE Graduation/Honor's Chorus	\$30
ice cream	2 event	\$30	Accelerated Reader/Summer Reading Program	\$60

Total	\$1852
-------	--------

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Native American Expo	2	2	1	4
Kids Voting	6	2	1	12
Black History Live	2	8	1	16
Science Fair	2	2	1	4

students who participate in the activities will be establishing habits that will last them throughout their life. Our enthusiastic student participants will encourage their families to do what they learn at school. It is expected that these family-based activities will have an impact on our community.

L. How will this project increase parent participation in your school? Parents will come and cheer on their children and their children's friends. Parents who attend will be more willing to participate in future fitness runs, Jump rope for Heart, or Field Day.

M. How will your school sustain this parent involvement after the project has been completed? The event success will encourage follow-up participation. Equipment obtained will allow for future events. Students will also use the equipment throughout the school year during classes. Students who enjoy participating in the events will encourage their parents to come and be spectators. It is expected that some parent volunteers will help organize future events. School Generated Funds (school fundraiser) will help finance the project.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
ribbons	1 unit	\$70	field day	\$70
cooler	1	\$100	Water for events	\$100
water	20	\$8	Water for events	\$160
Jr. Floor Hockey	1	\$84	Family Fitness Night	\$84
Adult floor hockey	1	\$132	Family Fitness Night	\$132
Space Stations	3	\$42	Family Fitness Night	\$126
Fruit/Veggie Bean Bag Game	1	\$16	Family Fitness Night/Class	\$16
Potato Sacks	1 set	\$21	Family Fitness Night/Field Day	\$21
8" Jump rope	25	\$1	Family Fitness Night/Jump rope For Heart/Field Day	\$25
16"	5	\$3	Family Fitness Night/Jump rope	\$15

Jumpropes			For Heart/Field Day	
Balls	60	\$4	Family Fitness Night/Class/Field Day	\$240
Lg. Tubs	8	\$6	Field Day	\$48
Wading pool	4	\$12	Field Day	\$48
40" cage ball	1	\$67	Field Day/Family Fitness Night	\$67
Pumpkins	25	\$5	Nevada Day Fitness Run Prizes	\$125
bracelets	5	\$10	Peace Run/Plymouth Rock Run	\$50
snacks	1 event	\$100	Family Fitness Night	\$100
cups	3 units	\$12	Fitness runs/Family Night/Field Day	\$36
Gateraide	60 units	\$7		\$420
Total				\$1883

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Fitness Runs	4	4	4	64
Family Fitness Night	8	4	1	32
Field Day	12	3	1	36
Jumprope for Heart	5	2	5 days	50

Exhibit “B”



City of Las Vegas PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
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.

--

City of Las Vegas
PALS Grant Project Evaluation

Name of School: _____

Project Name: _____

Start Date: _____ End Date: _____

Is this project ongoing? ☐ Yes ☐ No

Person Preparing Report: _____

Title: _____

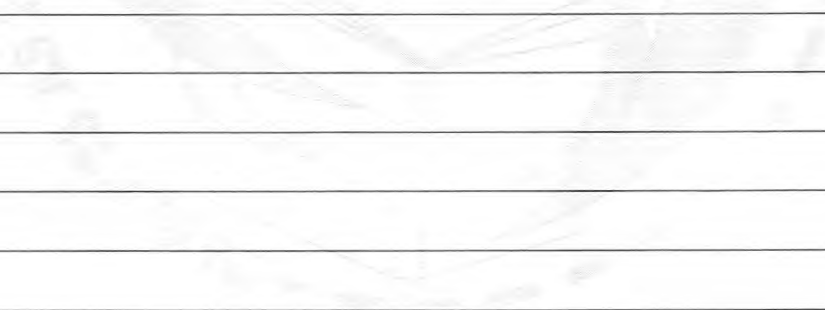
Phone number: _____

Number of participating parents: _____

Number of participating staff: _____

Project Evaluation

Describe your project and its accomplishments: _____



How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Doris Hancock Elementary School**

THIS AGREEMENT, made and entered into this 19th day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Doris Hancock Elementary School**, a Clark County School District elementary school 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 **1661 Lindell Road, Las Vegas, NV 89146**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **Hawks Community Garden (Learning by Growing), Smart Hawk Programs, Hawk Connections and Healthy Hawks** that provide activities eligible under the Parents As Learning Support 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 **\$5,500.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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 and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Hawks Community Garden (Learning by Growing) – Expand the school's community garden to include more vegetables, a flower and a butterfly garden
- Smart Hawk Programs – Host after school clubs, family nights and school events to encourage student achievement
- Hawk Connections – Create bulleting boards to display students' work and post messages for parents, and update the schools website
- Healthy Hawks - Create a mural of the United States to be used a s a part of the student and parent walking club

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Susan Waters, School Project Team 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 **October 18, 2006** or the date first written above, until **June 1, 2007**, 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 Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or 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 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) Volunteer Hour 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 Evaluation 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 Initiatives 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 PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, PALS 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 PALS 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 PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS 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 PALS 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 PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS 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, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, 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 PALS-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 PALS Program. An extension of an **June 1, 2007** 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 **2006-2007** PALS 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 1661 Lindell Road, 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

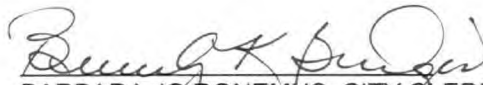
Doris Hancock Elementary School, "SUBRECIPIENT"


Stephen Harsin, Director

 10/19/06
Susan Waters, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


BARBARA J. RONEMUS, CITY CLERK
By: Beverly K. Bridges
Chief Deputy City Clerk

COUNCIL ACTION: October 18, 2006

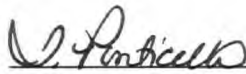
APPROVED AS TO FORM:  10/18/06

Exhibit “A”

N. Project Budget

[illegible]

Total	1,770.00
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O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

goals. It will continue to be integrated with other components of this proposal through the garden project, parent communication and incentive programs. The Healthy Hawk cookbook will become an annual fundraiser to help support the program.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

Total				1,000.00

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Planning and implementation	4	5	2	40
creating/painting mural	10	6	1	60
maintianing incentives	2	1.5	36	108
creating cookbook	6	15	1	90

L. How will this project increase parent participation in your school?

The community garden projects provide non-traditional ways for parents to become involved at school. They can commit to a time and task that is compatible with their schedule and interests. The gardens projects provide opportunities for planning, construction, donation and volunteer recruitment, planting and growing, and advising through community service.

M. How will your school sustain this parent involvement after the project has been completed? The project will be integrated with other proposals, including the Healthy Hawks fitness project. Gardens change with each season, and student and parent involvement will be on-going. Grade levels will focus on specific learning within the gardens and continue to recruit parents after the grant is complete. The PAL planning committee will continue after the project ends and will plan for sustainability of all projects

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per Item	Purpose	Total Cost
plants	25 5 gal.	15.00	sensory garden learning lab	375.00
plants	25 1 gal.	4.00	community garden learning lab	100.00
raised beds	4	100.00	community garden learning lab	400.00
gloves	2 doz.	5.00	learning lab - safety	120.00

[illegible]

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

I. How often will this project take place?

- ☐ Once ☐ Bi-Monthly ☐ Once a month ☒ Every Week ☐ Bi-weekly
☐ Every Day ☐ As Needed ☐ Not Applicable

J. Project goals:

1. Increased academic achievement through: Decreased absences
2. Increase parental time spent with their children in activities which support academic success
3. Giving children something else to do with their "down" time other than eating, watching television and playing video games.
4. Increase our parents' awareness of the importance of attending school everyday and the joy of watching their children learn something new.
5. Allowing our families to expect that our school is a community school, willing to work, help and instruct.

K. Explain the school, student or family need this project will address: The project will address the need to increase parent involvement and to gain awareness of the crucial part that parents can play instilling activities and habits which support student achievement.

L. How will this project increase parent participation in your school? Parent participation will increase with this project because it will give parents opportunities to see what their children are learning in and after school. It will provide parents with skills and an understanding of the importance of a good partnership with the schools. It will reward them not only with that satisfaction, but with the cumulative points rewards as well.

M. How will your school sustain this parent involvement after the project has been completed? The components of this grant will be sustained through the combined efforts of school staff and PTA. Fundraisers and/or PTA budget will be designated for future needs.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Family night supplies/incentives	varied	varied	100.00 per night designated for games, craft and make and take project supplies	500.00
Family night refreshments	varied	varied	120.00 per night designated for	600.00

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Exhibit “B”



City of Las Vegas PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
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.

--

Name of School: _____

Project Name: _____

Start Date: _____ End Date: _____

Is this project ongoing? ☐ Yes ☐ No

Person Preparing Report: _____

Title: _____

Phone number: _____

Number of participating parents: _____

Number of participating staff: _____

Project Evaluation

Describe your project and its accomplishments: _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no text or other markings on the paper.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Herbert Derfelt Elementary School**

THIS AGREEMENT, made and entered into this 19 day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Herbert Derfelt Elementary School**, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **1900 S. Lisa Lane, Las Vegas, NV 89117**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **Fitness Field Day, Family Math Night, Family Writing Night, Spanish Translation, Fitness Mileage Club, Doc's Amazing Bully Free Wonder Show, Bicycle Rodeo, PTA Newsletter, Family Science Night and Family Arts & Craft Night** that provide activities eligible under the Parents As Learning Support 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 **\$6,275.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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 and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Fitness Field Day – Host a school wide event to promote health and fitness
- Family Math Night - Host a family workshop to teach parents how to promote math skills at home
- Family Writing Night – Host a family workshop to teach parents how to promote writing skills at home
- Spanish Translation – Purchase translation software to assist with translating school information into Spanish
- Fitness Mileage Club – Create a lunchtime walking club for parents and students
- Doc's Amazing Bully Free Wonder Show – Host an assembly to teach parents and students how to deal with bullying
- Bicycle Rodeo – Host a bike skills workshop to teach students bike safety rules
- PTA Newsletter – Create a newsletter to share information with parents and school staff
- Family Science Night - Host a family workshop to teach parents how to promote science skills at home
- Family Arts & Craft Night – Host arts and crafts workshops for parents and students

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Scott DuChateau, School Project Team 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 **October 18, 2006** or the date first written above, until **June 1, 2007**, 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 Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or 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 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) Volunteer Hour 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 Evaluation 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 Initiatives 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 PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, 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 PALS 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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"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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"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

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4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with PALS funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

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

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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, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

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

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "A" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are PALS-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 PALS Program. An extension of an **June 1, 2007** 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 **2006-2007** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

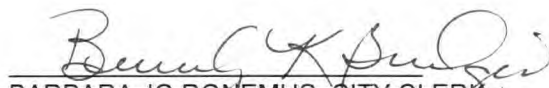
Herbert Derfelt Elementary School, "SUBRECIPIENT"


Stephen Harsin, Director

 10/19/06
Scott DuChateau, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


~~BARBARA JO RONEMUS, CITY CLERK~~
By: Beverly K. Bridges
Chief Deputy City Clerk

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM: J. Ponicello 10/17/06

Exhibit “A”

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

N. Project Budget

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[illegible]

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[illegible]

Total 77800

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[illegible]

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[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

	Item	Quantity	Cost per item	Purpose	Total Cost
costco	cases bottled water	8	7.00	drinks during dinner.	56.00
	Olive Garden Catered Menu				
Jumbo	Garden Fresh Salad. with Breadsticks	25	13.95	dinner during presentation	348.75
● Ossington Classic Serves 12		10	38.95	dinner during presentation	389.50
Chicken Marsala & Tuscan Potatoes		7	34.95	dinner during presentation	244.65
Costco Fresh Baked Cookies Box of 2 doz.		6	7.00	dinner during presentation	42.00
Costco ●	bags ice	6	2.00	drinks	12.00
Total					1092.90

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[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

	Item	Quantity	Cost per item	Purpose	Total Cost
Deltg Educator	Floating magnets	2	4.95	Magnet attraction	9.90
WW131-5787					
WW130-300	Magnet wire	1	22.95	magnet attraction	22.95
WW200-1340	Thermometer	6	2.96	Evaporation	17.76
WW201-9653	Timer set	1	32.95	Evaporation	32.95
WW202-4430	Dropping bottles	2	5.95	Kitchen Chemistry	11.90
WW2030-8087	measuring cups	1	1.95	Making Plastic	1.95
WW2040-1554	medicine droppers	2	2.50	Surface tension	5.00
WW2050-9119	electronic balance	1	104.95	weighing pennies	104.95
Home Science Tools					
353115	Quadruple Beam Balance	1	99.00	weighing pennies	99.00
ME-Ruler	rulers	6	.50	scale model of Solar System	3.00
CE-Bew200	Beaker	6	.90	Dissolving Alka Seltzer	5.40
LE-TRAC2	test tube holder	3	5.25	Acid base reaction	15.75
E-TRUBPS	plastic test tube	3	2.00	Acid base reaction	6.00
Valmont	1500 paper bowl	1	13.00	various experiments	13.00
Boy Baking Soda		6	.99	Kitchen Chemistry	5.94
Boy Borax		1	2.99		2.99
	Wax paper	1	3.00	Kitchen Chemistry	3.00
1 gal glue		1	10.00	Making Plastic	10.00
300 3oz cups		3	2.14	" "	6.50
100 pop straws		4	1.19	" "	4.76
2500 Sanboliclbers		1	2.14	" "	2.14
box craft sticks		1	3.00	" "	3.00
Blunt tip scissors		12	.99	Wonder whirler	11.88
250 coffee filters		1	3.99	Chromatography	3.99
50 skewers		4	2.00	Chromatography	8.00
144 balloons 12"		1	8.00	Invincible balloon	8.00
Total					419.71

Continued on 62

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Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Oriental Trading 1148/4336 Fine Paper Photo Magnet	8	5.95	Hands on Arts & Craft	47.60
1148/4563 Western Photo Magnet	8	5.95		47.60
1148/2474 Butterfly Sun Catcher	8	3.95	" "	31.60
1148/1955 Sun catcher paint	4	11.95		
Seashell paper box craft	8	14.95	" "	119.60
1148/13957 Canvas paper back book cover	8	7.95	" "	63.60
1148/1533 Fabric Paint	3	4.95	" "	14.85
1148/149 mini jewel assortment	1	3.95	" "	3.95
1157/555 make it stick glue	1	6.95	" "	6.95
1162/161 wooden mosaic	3	5.95	" "	17.85
Dick Blick.com 1162/161 Crayola Magic	4	23.99	" "	95.96
12450035 Origami animals	8	3.80	" "	30.40
2450025 finger puppets	8	3.80		30.40
Cases Water	5	7	Refreshment	35.00
Total				545.36

Exhibit “B”



City of Las Vegas PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
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.

Name of School: _____

Project Name: _____

Start Date: _____ End Date: _____

Is this project ongoing? ☐ Yes ☐ No

Person Preparing Report: _____

Title: _____

Phone number: _____

Number of participating parents: _____

Number of participating staff: _____

Project Evaluation

Describe your project and its accomplishments:_____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard piece of stationery or notebook paper.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Red Rock Elementary School**

THIS AGREEMENT, made and entered into this 8th day of November, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Red Rock Elementary School, a Clark County School District elementary school 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 **408 Upland Blvd., Las Vegas, NV 89107**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **Parent Resource Center, Ed-Line and Parenting Classes** that provide activities eligible under the Parents As Learning Support 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 **\$4,500.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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 and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Parent Resource Center – Create a parent resource center on the school's campus to provide families with educational resources and emergency assistance
- Ed-Line – Connect the school with a student progress monitoring system and provide a computer for parents to access the program
- Parenting Classes – Host parenting classes for school parents

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Lisa Maki, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. Program Reporting

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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, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, 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 PALS-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 PALS Program. An extension of an **June 1, 2007** 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 **2006-2007** PALS 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 **408 Upland Blvd., 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.

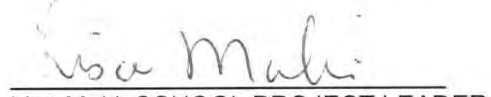
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

Red Rock Elementary School, "SUBRECIPIENT"



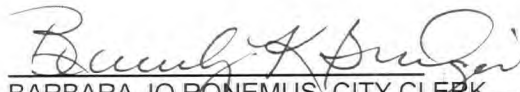
Stephen Harsin, Director



Lisa Maki, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:



BARBARA JO RONEMUS, CITY CLERK
By: **Beverly K. Bridges**
Chief Deputy City Clerk

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM: J. Ponticello 10/18/06

Exhibit “A”

J. Project goals:

1. Increase parental awareness of community resources.
2. Establish school community/education as a reliable source of advancement.
3. Establish a sense of security for students/parents if necessary.
4. Increase awareness for potential of student achievement.
5. Provide information to advocate cohesion of family unit, school, and community.

K. Explain the school, student or family need this project will address: Immediate needs addressed will consist of basic essentials necessary for survival. Other needs that will be met will consist of programs and resources necessary for academic, social, and individual growth.

L. How will this project increase parent participation in your school? By providing and presenting resources that many parents need but do not have the financial or experiential knowledge to acquire.

M. How will your school sustain this parent involvement after the project has been completed? Information in monthly newsletters, parent conferences, open house, and by word of mouth after initial successes will be a primary tool for establishment and growth of the project.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Clothing	30-40	\$5-\$15	Provide emergency assistance	\$500-\$600
Videos	10-20	\$20-\$40	Provide instruction	\$200-\$400
Books	20-60	\$20-\$40	Provide instruction	\$200-\$800
Household items	20-30	\$20-\$50	Provide emergency assistance	\$40-\$150
Pamphlets/Brochures	75-150	\$20-\$50	Provide information	\$100-\$200

Total \$2,000.00 *SB*

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Manning of resource center	6-7	10 per week	40 weeks	400

M. How will your school sustain this parent involvement after the project has been completed? By providing training at the beginning and throughout the school year. Newsletters and other information will be sent home to advocate use of Ed-line.

Itemized list of supplies to be purchased (attach additional sheets as needed):

14

Total	\$2,000
-------	---------

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

M. How will your school sustain this parent involvement after the project has been completed? Newsletters and other announcements throughout the school year.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

Total	\$1,550
-------	---------

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

Exhibit “B”



City of Las Vegas

PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
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.

--

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Vail Pittman Elementary School**

THIS AGREEMENT, made and entered into this 20th day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Vail Pittman Elementary School, a Clark County School District elementary school 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 **6333 Fargo Ave, Las Vegas, NV 89107**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **Math and Literacy Strategies, Panther Paw Volunteer, Movies Under the Stars / Parenting Classes and Make It-Take It-Munch It** that provide activities eligible under the Parents As Learning Support 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 **\$3,750.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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 and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Math and Literacy Strategies – Host workshops to teach parents strategies for working with their students at home
- Panther Paw Volunteer – Provide incentives for parents to volunteer their time in school activities
- Movies Under the Stars / Parenting Classes – Host family events featuring movies relating to the lessons students are learning in class and parenting workshops
- Make It-Take It-Munch It – Host family workshops to connect parents with classroom learning

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Carol Meltzer, School Project Team 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 **October 18, 2006** or the date first written above, until **June 1, 2007**, 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 Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or 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 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) Volunteer Hour 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 Evaluation 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 Initiatives 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 PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, PALS 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 PALS 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 PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS 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 PALS 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 PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS 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, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, 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 PALS-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 PALS Program. An extension of an **June 1, 2007** 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 **2006-2007** PALS 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 6333 Fargo Ave, Las Vegas, NV 89107.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

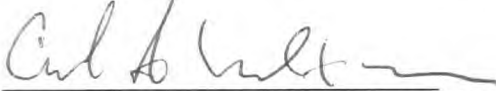
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

Vail Pittman Elementary School, "SUBRECIPIENT"


Stephen Harsin, Director


Carol Meltzer, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


~~BARBARA J. RONEMUS, CITY CLERK~~
By: Beverly K. Bridges
Chief Deputy City Clerk

COUNCIL ACTION: October 18, 2004

APPROVED AS TO FORM: J. P. Piccolo 10/19/04

Exhibit “A”

Total	\$2000.00
-------	-----------

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

M. How will your school sustain this parent involvement after the project has been completed? By building on the excitement that this project has built, continue at no cost to have parenting programs brought into our school by various agencies.

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

Total	\$2000.
-------	---------

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

K. Explain the school, student or family need this project will address: This will address the need that parents have of needing materials at home to help reinforce the educational skills and objectives taught to their children at school. Parents will have the opportunity to explore the many different take home programs that we have to offer them, such as Leapfrog, English in a Flash, etc.

L. How will this project increase parent participation in your school? Parents have the materials and necessary resources to assist their children, plus they know they can contact the school for any additional resources that they may need. Parents will develop a report with the staff outside the classroom.

M. How will your school sustain this parent involvement after the project has been completed? Monthly newsletters in Spanish and English that contain blackline masters for educational materials to be made at home and suggestions for "Talk Abouts" roundtables will be organized according to grade level to facilitate communication among the teachers and parents.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Food			Nutrition Break	\$500.
Educational Supplies			paper, crayons, teacher resource books, etc.	\$1000.
Incentives			Motivational materials to be raffled off to families	\$500.

K. Explain the school, student or family need this project will address: To reinforce the importance the adults play in the continuum of education and educational success of their children.

L. How will this project increase parent participation in your school? This project will increase parent involvement by placing value and reward on an action that the parents have accomplished thus decreasing the stress that they felt in the school enviroment in the past. In addition to increasing the parents comfort level in regards to the use of the internet and web-based programing.

M. How will your school sustain this parent involvement after the project has been completed? Continuing to afford the program to the community.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

Total	\$2000.00
-------	-----------

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

Exhibit “B”



City of Las Vegas

PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
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.

--

Name of School: _____

Project Name: _____

Start Date: _____ End Date: _____

Is this project ongoing? ☐ Yes ☐ No

Person Preparing Report: _____

Title: _____

Phone number: _____

Number of participating parents: _____

Number of participating staff: _____

Project Evaluation

Describe your project and its accomplishments:_____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Arturo Cambeiro Elementary School**

THIS AGREEMENT, made and entered into this 6th day of November, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Arturo Cambeiro Elementary School, a Clark County School District elementary school 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 **2851 Harris Avenue, Las Vegas, NV 89101**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded program known as Baile Folklorico Cambeiro that provides activities eligible under the Parents As Learning Support 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 **\$2,500.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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 and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Baile Folklorico Cambeiro - Host cultural dance classes for students using parents as volunteers

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Dolores Rodriguez, School Project Team 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 **October 18, 2006** or the date first written above, until **June 1, 2007**, 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 Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or 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 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) Volunteer Hour 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 Evaluation 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 Initiatives 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 PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

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A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, PALS 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 PALS 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 PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS 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 PALS 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 PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS 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, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, 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 PALS-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 PALS Program. An extension of an **June 1, 2007** 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 **2006-2007** PALS 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 **2851 Harris Avenue, 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

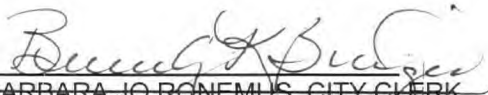
Arturo Cambeiro Elementary School, "SUBRECIPIENT"


Stephen Harsin, Director


Dolores Rodriguez, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


~~BARBARA JO RONEMUS, CITY CLERK~~
By: **Beverly K. Bridges**
Chief Deputy City Clerk

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM:  10/18/06

Exhibit “A”

M. How will your school sustain this parent involvement after the project has been completed? The school will continue to support the volunteer effort of the teacher and the students who participate by providing space to practice, a venue to perform and opportunities for parents to share their time by creating costumes, and spending time with students.

Itemized list of supplies to be purchased (attach additional sheets as needed):

7

Total \$2000

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Teaching Students	2	1.5	16	45
Parents to sew and prepare costumes	14	5	1	70
Headpieces	5	2	1	10
Parents to help supervise, and assist on program day	5	2	1	10

Exhibit “B”



City of Las Vegas PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:			
Project Name:			
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.

Name of School: _____

Project Name: _____

Start Date: _____ End Date: _____

Is this project ongoing? ☐ Yes ☐ No

Person Preparing Report: _____

Title: _____

Phone number: _____

Number of participating parents: _____

Number of participating staff: _____

Project Evaluation

Describe your project and its accomplishments: _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Howard Hollingsworth Elementary School**

THIS AGREEMENT, made and entered into this 19 day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Howard Hollingsworth Elementary School**, a Clark County School District elementary school 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 Avenue, Las Vegas, NV 89101**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **School Volunteers, Parenting Classes, Family Writing Night, Science Fair, Art Workshops and Parent/School Development** that provide activities eligible under the Parents As Learning Support 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 **\$7,500.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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 and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- School Volunteers – Provide training for parents interested in serving as school volunteers
- Parenting Classes – Host workshops on parenting skills in the school's parent center
- Family Writing Night – Host workshops to help parents and students learn writing strategies
- Science Fair – Host a school science fair competition judged by volunteer parents
- Art Workshops – Host an after school art workshops for parents and students
- Parent/School Development – Host workshops to help parents develop their language and literacy skills

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Mayte Heredia, School Project Team 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 **October 18, 2006** or the date first written above, until **June 1, 2007**, 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 Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or 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 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) Volunteer Hour 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 Evaluation 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.
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These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Initiatives 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 PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, 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 PALS funding.

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5. Interest earned on program income pending its disposition.

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

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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 Avenue, Las Vegas, NV 89101.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

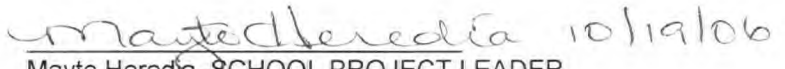
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

**Howard Hollingsworth Elementary School,
"SUBRECIPIENT"**


Stephen Harsin, Director


Mayte Heredia, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


~~BARBARA JO RONEMUS, CITY CLERK~~
By: Beverly K. Bridges
Chief Deputy City Clerk

COUNCIL ACTION: October 18, 2006

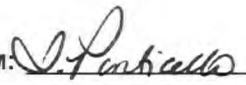
APPROVED AS TO FORM:  10/19/06

Exhibit “A”

M. How will your school sustain this parent involvement after the project has been completed? Parents will always be welcome at the school. The appreciation luncheon will also recognize their efforts and will encourage parents to continue to volunteer.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

M. How will your school sustain this parent involvement after the project has been completed? Parent can form support groups and meet at the Parent Center to address issues that they are having with their children.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

Total				1028.00

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

L. How will this project increase parent participation in your school? Parents will be familiar with this annual event and they will be more willing to participate.

M. How will your school sustain this parent involvement after the project has been completed? Parents will be invited to participate in the school setting and they will already know the strategies for writing after participating in the writing night activities.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

[illegible]

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

M. How will your school sustain this parent involvement after the project has been completed? If the program is a success, it will be open to students at all grade levels next year.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

Total				1995.00

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

Exhibit “B”



School:		
Project Name:		
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]

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There are no vertical margin lines, and the paper is otherwise completely blank.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
John S. Park Elementary School**

THIS AGREEMENT, made and entered into this 19 day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **John S. Park Elementary School**, a Clark County School District elementary school 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 **931 Franklin Avenue, Las Vegas, NV 89104**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **Soccer Fun, Welcoming and Informing, Believe and Achieve Parents as Learning Support** that provide activities eligible under the Parents As Learning Support 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 **\$7,000.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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 and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Soccer Fun – Host a soccer clinic for students using parents as volunteers
- Welcoming and Informing – Create posters, stickers and banners to publicize school events
- Believe and Achieve Parents as Learning Support – Host workshops to teach parents how to help their students create science projects and displays

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Agnes Meyer, School Project Team 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 **October 18, 2006** or the date first written above, until **June 1, 2007**, 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 Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or 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 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) Volunteer Hour 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 Evaluation 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 Initiatives 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 PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, PALS 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 PALS 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 PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS 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 PALS 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 PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS 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, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, 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 PALS-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 PALS Program. An extension of an **June 1, 2007** 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 **2006-2007** PALS 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 **931 Franklin 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.

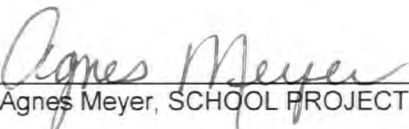
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

John S. Park Elementary School, "SUBRECIPIENT"



Stephen Harsin, Director



Agnes Meyer, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:



BARBARA JO RONEMUS, CITY CLERK
By: Beverly K. Bridges
Chief Deputy City Clerk

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM

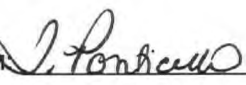
 10/18/06

Exhibit “A”

K. Explain the school, student or family need this project will address: Parents will receive communication in English and Spanish. Students will have stickers placed on their clothing to tell parents about the events. this should alleviate the problem of fliers not getting from school to the parent.

L. How will this project increase parent participation in your school? Parents will become more aware of what is happening at the school and what they can do to support their child's education

M. How will your school sustain this parent involvement after the project has been completed? Parents will see the banners at future events and will be reminded to come.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Labels	4500	300/19.95	Stick to students to tell parents about events	311.00
Camera and Accessories	1	519.93	Record Events and share school successes with parents	519.93
Printer	1	399.99	Print parent notices	399.99
Black Ink	2	69.99	Printing	139.98
Blue Ink	1	79.99	Printing	79.99
Red Ink	1	79.99	Printing	79.99
Yellow Ink	1	79.99	Printing	79.99
Banners			Advertising	389.13

Total	2000
-------	------

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

K. Explain the school, student or family need this project will address: Soccer is an integral part of Hispanic culture. This program will show that the school respects this. It will improve the health of the students and provide a community activity in an area which does not have many community activities.

L. How will this project increase parent participation in your school? Once parents take a role in a school project they are more likely to stay with the school and help on other projects. They will have a greater ownership in the school.

M. How will your school sustain this parent involvement after the project has been completed? We want to continue the soccer program possibly in the spring but definitely each fall.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Vestsand equipment			Distinguish teams	600.00
Food			End of Season picnic	400.00
Trophies			Incentive and rewards for students and volunteers	300.00
Banner			to advertise games	200.00
T-shirts			For participants and volunteers	500.00

Total 2000.00

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Practices	5	2	12	120
Games	8	4	4	128

K. Explain the school, student or family need this project will address: Improve parent knowledge of ways to help their child with science projects and reading.

L. How will this project increase parent participation in your school? Parents will feel more welcome and understand what is expected of them by the teachers of their children.

M. How will your school sustain this parent involvement after the project has been completed? After the science evening we will reward the families which follow through by giving Science reference books to those who complete a science project using the materials and skills given them at the evening event. The field tips will show parents the importance of academic excellence.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
display boards	50	2.00	Display projects	100.00
Scienceasaurus handbooks	80	14.95	Reward and support	1196.00
Field trip Admissions/meal	50 X 3	8.00	Increase student achievement	1200.
Office supplies		varies	markers, pens, ect for display of science project	200.00
Science Speaker and translator				1304.00

Exhibit “B”



City of Las Vegas PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
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.

--

[illegible]

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Edythe & Llyod Katz Elementary School**

THIS AGREEMENT, made and entered into this 18th day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Edythe & Llyod Katz Elementary School, a Clark County School District elementary school 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 **1800 Rock Springs Drive, Las Vegas, NV 89128**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as Nevada Day Celebration and Flag Football League that provide activities eligible under the Parents As Learning Support 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 **\$5,000.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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 and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Nevada Day Celebration – Host a school event to celebrate Nevada's history using parents and school staff as volunteers
- Flag Football League – Host a school football league using parents as volunteer coaches and support

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Shawn Halland, School Project Team 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 **October 18, 2006** or the date first written above, until **June 1, 2007**, 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 Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or 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 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) Volunteer Hour 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 Evaluation 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 Initiatives 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 PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, but prior to execution of this Agreement will not be reimbursed.

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A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

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

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

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, PALS 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 PALS 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 PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS 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 PALS 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 PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS funds.

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The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, 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 PALS-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 PALS Program. An extension of an **June 1, 2007** 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 **2006-2007** PALS 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 **1800 Rock Springs Drive, Las Vegas, NV 89128.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

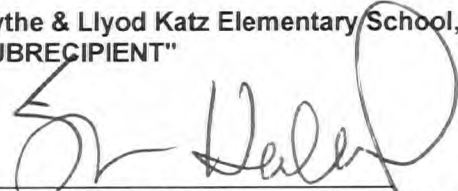
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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


Stephen Harsin, Director

**Edythe & Llyod Katz Elementary School,
"SUBRECIPIENT"**


Shawn Halland, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK
By: Beverly K. Bridges
Chief Deputy City Clerk

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM: J. Lombardo 10/17/06

Exhibit “A”

Additionally, we are targeting low-income families who often cannot afford extra-curricular activities for their children.

L. How will this project increase parent participation in your school? Parents will volunteer to coordinate, coach, and schedule the league. Players' parents will attend practices and games at the school.

M. How will your school sustain this parent involvement after the project has been completed? By building this partnership, we will then use the parents in other areas at the school-other sports programs, academic parent helpers, and by using parents to help build the Katz PTA into a viable organization. Based on the effects seen from the first league that we had, we feel this league has been and will continue to be successful in building the school-community partnership we desire.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
footballs	16	19.99	2 practice balls per team plus game balls	319.84
mouthguards	80	1	protection/safety	80
flags & belts	80	2	game use	160
jerseys	80	12	replenish torn/lost jerseys from year one	960
sideline markers	1	89.95	field markers for games	89.95
Referees	8 Saturdays	40 per Saturday	referee stipend	320

Total	1929.79
-------	---------

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

M. How will your school sustain this parent involvement after the project has been completed? By using the connections and parent ties in other areas-academic and social. This will be used as an impetus to continue to build a broad base of parental support and assistance.

Itemized list of supplies to be purchased (attach additional sheets as needed):

14

Exhibit “B”



City of Las Vegas PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
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.

Name of School: _____

Project Name: _____

Start Date: _____ End Date: _____

Is this project ongoing? ☐ Yes ☐ No

Person Preparing Report: _____

Title: _____

Phone number: _____

Number of participating parents: _____

Number of participating staff: _____

Project Evaluation

Describe your project and its accomplishments: _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Kermit Booker Elementary School**

THIS AGREEMENT, made and entered into this 18th day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Kermit Booker Elementary School**, a Clark County School District elementary school 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 **2277 Martin Luther King Blvd., Las Vegas, NV 89106**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **Fostering School, Community and State Awareness, Celebrating Booker Picnic and Literacy, Science and Math Nights** that provide activities eligible under the Parents As Learning Support 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 **\$8,000.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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 and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Fostering School, Community and State Awareness – Host activities and field trips to educate parents on how to access government officials and make changes in their community
- Celebrating Booker Picnic – Host a school picnic to celebrate school success
- Literacy, Science and Math Nights – Host math, science and literacy workshops for parents

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Kassie DeLaSalle, School Project Team 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 **October 18, 2006** or the date first written above, until **June 1, 2007**, 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 Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or 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 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) Volunteer Hour 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 Evaluation 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 Initiatives 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.

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This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, but prior to execution of this Agreement will not be reimbursed.

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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

Kermit Booker Elementary School, "SUBRECIPIENT"


Stephen Harsin, Director


Kassie DeLaSalle, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


~~BARBARA JO RONEMUS, CITY CLERK~~

By: Beverly K. Bridges
Chief Deputy City Clerk

COUNCIL ACTION:

October 18, 2006

APPROVED AS TO FORM:

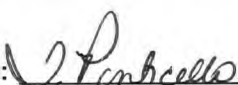
 10/17/06

Exhibit “A”

M. How will your school sustain this parent involvement after the project has been completed:

We believe that after two and a half years of successful literacy and science nights, provided for through PALS grant funding, parents will develop the habit of attending. They will know what to expect and will look forward to coming to school for these exciting events. This will be the motivation they need and will fuel their desire to be a part of academics at Booker Elementary. Hopefully, monies for food and door prizes will no longer be needed, as parent motivation and desire to participate will be intrinsic rather than extrinsic.

N: Project Budget:

Itemized list of supplies to be purchased (attach additional sheets as needed:

Item	Quantity	Purpose	Cost
food/beverages	dinner for 5 nights @ \$500 per night	to provide dinner for those who attend - includes needed paper goods	\$2500.00
door prizes	8/ \$25 per night	educational door prizes	\$1000.00
supplies	vary per night	supplies for science experiments and literacy activities	\$500.00

Total: \$4000.00

O. Parent Volunteer Match:

Activity	Estimated number of participating parents	Number of Hours	Number of times per year
Planning	3	2	10
Literacy and Science Literacy and Math Nights	100 each month	2	5

X \$15.00 per hour=Total Parent Volunteer Match: \$15,900.00

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed:

Item	Quantity	Purpose	Cost
food/beverages		to provide a picnic lunch	\$1500.00
paper goods		Plates and napkins for lunch	\$250.00
field day supplies		To organize and play games	\$250.00

Total: \$2000.00

O. Parent Volunteer Match

Activity	Estimated number of participating parents	Number of Hours	Number of times per year
Planning	5	20	1
Celebrating Booker Picnic	300	3	1

X \$15.00 per hour=Total Parent Volunteer Match: \$15,000.00

P. Donated professional services:

Donation	Donor	Purpose	Value
Teacher participation	Various teachers Approximately: 20	Organizing and implemeting Celebrating Booker Picnic	\$8000.00

Total: \$8000.00

A. Project 3 of 3**B.** Project Coordinator: Kassie DeLaSalle/Amy Podoll (school staff)
Rosonea Warren (parent)**C.** Name of Project: Fostering School, Community, and State Awareness**D.** Type of Project:☒ Parent/School Communication Projects☐ Health and Safety Programs

K. Explain the school, student or family need this project will address:
 In addition to accomplishing the previously stated goals, this project provides an opportunity to reinforce how important it is to be involved. Often, our parents are not the best role models when it comes to being active in civic affairs and voting. By showing the adults how important this is and by allowing them the opportunity to meet these influential people prior to attending the meetings, they will be more familiar and at ease with the process. This in turn, will be demonstrated to their children, building this sense of responsibility in the students, while they are young.

L. How will this project increase parent participation in your school:
 If we explain to the parents how important it is to be involved, while providing those who participate in every step of this project an opportunity to go to Carson City, parents will willingly participate. This participation will be extended every year after, at the school and city level.

M. How will your school sustain this parent involvement after the project has been completed:
 Parent involvement will be sustained for the same reasons stated above.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed:

Item	Quantity	Purpose	Cost
food/beverages		breakfasts for meetings	\$500.00
paper goods		Plates and napkins for lunch	\$100.00
bus transportation to Carson City		To attend Nevada legislature session	\$1400.00

Total: \$2000.00

O. Parent Volunteer Match

Activity	Estimated number of participating parents	Number of Hours	Number of times per year
Planning	5	20	1
Shirley Barber meeting/BarPac Meeting	100	4	1

Exhibit “B”

PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
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.

[illegible]

Name of School: _____

Project Name: _____

Start Date: _____ End Date: _____

Is this project ongoing? ☐ Yes ☐ No

Person Preparing Report: _____

Title: _____

Phone number: _____

Number of participating parents: _____

Number of participating staff: _____

Project Evaluation

Describe your project and its accomplishments:_____

[illegible]

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Mabel Hoggard Magnet School**

THIS AGREEMENT, made and entered into this 20 day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Mabel Hoggard Magnet School**, a Clark County School District elementary school 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 **950 N. Tonopah Drive, Las Vegas, NV 89106**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **Math League, Agendas as a Communication Tool and Everyday Math Parent Training** that provide activities eligible under the Parents As Learning Support 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 **\$6,700.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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 and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Math League – Create games and projects to help students strengthen their math skills
- Agendas as a Communication Tool – Provide each student with an agenda to serve as a communication tool between parents and school staff
- Everyday Math Parent Training – Provide training for parents to help them assist their students with math at home

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Robin Maglicco, School Project Team 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 **October 18, 2006** or the date first written above, until **June 1, 2007**, 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 Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or 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 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) Volunteer Hour 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 Evaluation 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 Initiatives 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 PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, PALS 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 PALS 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 PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS 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 PALS 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 PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS 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, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, 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 PALS-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 PALS Program. An extension of an **June 1, 2007** 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 **2006-2007** PALS 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 **950 N. Tonopah Drive, Las Vegas, NV 89106.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

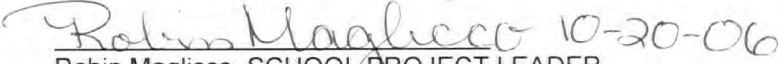
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

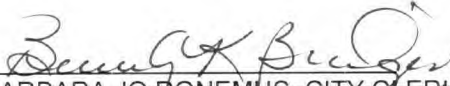
Mabel Hoggard Magnet School, "SUBRECIPIENT"


Stephen Harsin, Director

 10-20-06
Robin Maglicco, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


BARBARA JO RONEMUS, CITY CLERK
By: Beverly K. Bridges
Chief Deputy City Clerk

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM: J. Pincello 10/19/06

Exhibit “A”

M. How will your school sustain this parent involvement after the project has been completed? The school will continue to use agenda planners in future years.

Itemized list of supplies to be purchased (attach additional sheets as needed):

7

M. How will your school sustain this parent involvement after the project has been completed? The materials purchased will still be available for use next year. We will need to raise the \$300.00 for the competition fee for the following year. Parents that have been trained will continue to help, as well as, recruit additional parents.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
weekday workout	5	105.87	Problem solving Curriculum	529.35
Weekday workout books	5	38.22	Student workbook to go with the problem solving curriculum	191.10
Math Contest Fee	4	75.00	Students will compete in the contest 3 times a year	300.00
Contest Sample Test	3	15.00	Allow students to see the format of the contest tests so they can prepare for the contest	45.00
fraction tower activity card	1	12.95	Increase fraction, decimal and percentage knowledge	12.95
Angle shapes	1	12.95	Manipulatives for understanding angles	12.95
Probability kit	1	34.95	Manipulative for teaching probability	34.95
Forg Pond Fraction game	3	21.99	Increase fraction understanding through game play	65.97
Numeracy fraction game	3	19.99	Increase fraction understanding though game play	59.97
folding geometric shapes	1	36.95	Identify properties of solids	36.95
place value card game	3	3.99	Practice place value	11.97

fraction decimalal percent cubes	10	12.95	Used with fraction cards to increase understanding of fractions, percents and decimals	129.50
Lets Go Shopping Game	3	24.95	Increase understanding of money	74.85
Intermediate Math Games	3	29.99	Variety of games to build math skills	89.97
Primary Math Games	3	29.99	Variety of games to build math skills	89.97
totally tut	3	21.95	Game to build math skills	65.85
math dash addition/subtraction	3	21.99	Game to build addition and subtraction recall	65.97
math dash multiplication/division	3	21.99	Game to build multiplication and division recall	65.94
krypto	3	6.95	Game to build fact recall	20.85
Math Dash Crossword	3	24.95	Game to build fact recall	74.85
time concepts and problem solving books	4	7.99	Books to build time and problem solving skills in grades 2-5	31.96
Sudoku	3	20.99	Game to build patterning skills	62.97
Master Mind for Kids	3	12.99	Game to build logic skills	38.85
Make 7	3	12.00	Game to build logic skills	36.00
Smath	3	12.99	Game to build logic skills	38.97
Chess	3	4.75	Game to build logic skills	14.25
Chinese Checkers	3	3.95	Game to build logic skills	11.85
Noodles Book	1	12.95	Problem solving and Logic skills book	12.95
Quizzles Book	1	14.95	Problem solving and Logic skills book	14.95

Total

see
additional
page

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Continued Budget				
Quizzles Book 2	1	14.95	Problem solving and Logic skills book	14.95
Scratch your Brain	1	16.99	Problem solving and Logic skills book	16.99
Scratch Your Brain 2	1	16.99	Problem solving and Logic skills book	16.99
Basic Math Skills Book grades 2-6	5	29.99	Various activities to build math skills	149.95
Teach and Test Math books grades 2-6	5	11.95	Various activities to build math skills	59.75
Math Topics grades 2-6	5	12.99	Various activities to build math skills	64.95
Math Achievement Book grades 2-6	5	10.99	Various activities to build math skills	54.95
Connect 4 game	6	17.33	Game to improve logic skills	103.98
Battleship	6	17.33	Game to improve logic skills	103.98
			Total	2828.15

M. How will your school sustain this parent involvement after the project has been completed? Once materials are purchased, they can be used year after year. The parent training meeting will be continued through the use of parent volunteers and staff.

Itemized list of supplies to be purchased (attach additional sheets as needed):

2696.85

Exhibit “B”



School:		
Project Name:		
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.

This image shows a blank, aged, cream-colored page, likely an endpaper or flyleaf of a book. The paper has a slightly textured appearance with some faint smudges and discoloration, characteristic of old paper. A small, dark, circular mark is visible near the top left corner, possibly a hole or a stain. The page is otherwise empty of any text or illustrations.

Name of School: _____

Project Name: _____

Start Date: _____ End Date: _____

Is this project ongoing? ☐ Yes ☐ No

Person Preparing Report: _____

Title: _____

Phone number: _____

Number of participating parents: _____

Number of participating staff: _____

Project Evaluation

Describe your project and its accomplishments:_____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Walter Bracken Elementary School**

THIS AGREEMENT, made and entered into this 19th day of October, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Walter Bracken Elementary School**, a Clark County School District elementary school 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 **1200 N. 27th Street, Las Vegas, NV 89101**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2006-2007 PALS-funded programs known as **Herb Cooking Garden, Bracken Broadcasters, Family Math and Science Night and Leveled Reading** that provide activities eligible under the Parents As Learning Support 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 **\$8,000.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS 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 and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Herb Cooking Garden – Create a greenhouse to serve as an outdoor learning classroom for parents and students
- Bracken Broadcasters – Post student video clips on the school's website to increase parent traffic
- Family Math and Science Night – Host math and science workshops to help parents develop their students academic skills at home
- Leveled Reading – Provide books and resource materials to parents whose students are struggling

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

"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:*

Connie Chan, School Project Team 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 **October 18, 2006** or the date first written above, until **June 1, 2007**, 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 Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or 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 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) Volunteer Hour 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 Evaluation 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 Initiatives 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 PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 18, 2006**, or the date first written above, through **June 1, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 18, 2006**, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, PALS 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 PALS 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 PALS funds;
2. Proceeds from the disposition of equipment purchased with PALS funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with PALS 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 PALS 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 PALS funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of PALS 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, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, 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 PALS-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 PALS Program. An extension of an **June 1, 2007** 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 **2006-2007** PALS 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 1200 N. 27th Street, 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.

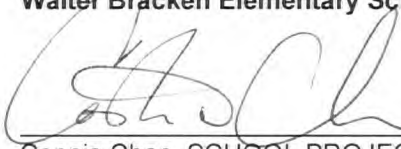
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS



Stephen Harsin, Director

Walter Bracken Elementary School, "SUBRECIPIENT"



Connie Chan, SCHOOL PROJECT LEADER

ATTEST:



BARBARA JO RONEMUS, CITY CLERK
By: Beverly K. Bridges
Chief Deputy City Clerk

ATTEST:

COUNCIL ACTION: October 18, 2006

APPROVED AS TO FORM: J. Pontiac 10/18/06

Exhibit “A”

M. How will your school sustain this parent involvement after the project has been completed? Classroom teachers will use this area as a part of their instruction and they will have lessons throughout the year with parent participation.

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

Total	1954.75
-------	---------

O. Volunteer Match
List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

8

L. How will this project increase parent participation in your school? Parents will want to see their children and will want to share their child's success with others. We feel this will be an entertaining way to share information about our program.

M. How will your school sustain this parent involvement after the project has been completed? We do not anticipate a completion ever. This will be a new feature of our program that we plan to sustain and increase. The goal eventually will be to have our parents access our program information online saving paper!

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Studio Boom Microphone Stand	1	99.00	This is a tool to provide the students with a clear microphone when conducting interviews.	99.00
Lavalier Wireless System with Microphone	1	399.00	This will allow students to conduct interviews that can be heard clearly when recorded.	399.00
Photography Lighting Kit	1	277.95	This will provide lighting for the studio and includes spare bulbs.	277.95
Greenscreen Kit	1	699.38	The greenscreen will allow students to edit video and put in different backgrounds.	699.38
Higback Director Chairs	2	116.15	These chairs will be used for the "reporters" to sit in during interviews.	232.30
Mini DV tapes for Recording	10	20.00		200

M. How will your school sustain this parent involvement after the project has been completed? This will be a project that is ongoing and will continue for years to come.

Itemized list of supplies to be purchased (attach additional sheets as needed):

21

[illegible]

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

5.

K. Explain the school, student or family need this project will address: Parents don't often understand the process of learning and we need to model the teaching process for them so that they can better support their children in school. Children need extra practice on math skills and need to prepare ongoing science projects at home as they get older. We would like to prepare our parents so that they can help their children.

L. How will this project increase parent participation in your school? All parents will have the chance to help their children and will know staff better so that they will know who to ask for help.

M. How will your school sustain this parent involvement after the project has been completed? We would like to work on local organizations to provide donations in the future for this event. We will take pictures and have parent survey results to use to help local companies to understand our vision of parent support and training. We hope that this will help our school partners to see what we are trying to accomplish and continue to support our efforts.

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Science Boards	300	5.00	Each child in 3-5 th grades need a board for science fair.	1500.00
Math Manipulatives	misc		Dice, beans, paper, spinners and other math materials will be purchased for the games for the family math night. Materials will be prepared in kits for the parents. Donations will also be sought to support this event and a Target grant will support the snacks at both events.	500.00

Total	2000.00
-------	---------

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Family Math Night	10	2	1	20
Family Science Night	10	2	1	20

Exhibit “B”



City of Las Vegas

PALS Monthly Progress Report FY 2005-2006

Section 1: Identifying Information

School:		
Project Name:		
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.

Name of School: _____

Project Name: _____

Start Date: _____ End Date: _____

Is this project ongoing? ☐ Yes ☐ No

Person Preparing Report: _____

Title: _____

Phone number: _____

Number of participating parents: _____

Number of participating staff: _____

Project Evaluation

Describe your project and its accomplishments:_____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

How were parents involved in the planning and implementation of this project?

How did this project accomplish the goals outlined in your grant application? ____

Were there any areas of concerns during the planning and implementation of this project?

☐ Yes

☐ No

How did your planning team work together to address these concerns? _____

Parent Involvement

Do you feel this project helped to recruit more active parents in your school?

☐ Yes

☐ No

Why? _____

How will your school sustain and/or increase this level of parent involvement? ____

City of Las Vegas PALS Volunteer Hour Log

School Name: _____

Project Title: _____

[illegible]