

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action on the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board recommendations to allocate \$28,900 (General Fund) for 30 youth initiated projects – All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$28,900

Funding Source: General Fund

Dept./Division: Neighborhood Services/Neighborhood Initiatives

PURPOSE/BACKGROUND:

The Youth Neighborhood Association Partnership Program (YNAPP) is designed to encourage neighborhood youth to take an active role in improving the quality of life in City of Las Vegas neighborhoods. The \$28,900 allocated to this year's YNAPP project teams will leverage a community match of \$220,442 in volunteer labor, in-kind donations of goods and services, and/or financial contributions.

RECOMMENDATION:

The Youth Neighborhood Association Partnership Program Board recommends that the City Council approve funding for 30 self-help, youth initiated projects for a total of \$28,900 and authorize the Director of Neighborhood Services to execute the agreements upon final approval by the City Attorney.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. YNAPP Grand Recipient Spreadsheet

Motion made by LARRY BROWN to Approve as recommended

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

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

Minutes:

LISA MORRIS, Deputy Director of Neighborhood Services, said that NICOLE REDFORD, Chair, and LINDA BEARS, Vice Chair, of the YNAPP Grant Review Board were present to go over the recommended allocations.

CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

MS. REDFORD and MS. BEARS outlined the purpose of the program and the set requirements for project leaders to carry out funded projects. MS. REDFORD named the 30 projects recommended for funding. MS. BEARS recognized and thanked YNAPP Grant Review Board members for their time through this year's process. She also expressed her appreciation to the City for allowing her to serve as Vice Chair. Her experience was wonderful, and she truly enjoyed reviewing the project presentations.

MAYOR GOODMAN had the youth groups in the audience stand in recognition.



City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 21, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Discussion and possible action on the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board recommendations to allocate \$28,900 for 30 youth initiated projects - All Wards

YNAPP BOARD RECOMMENDATIONS:

<u>Youth Group</u>	<u>Ward</u>	<u>Amount</u>
Community College HS – West National Honor Society	1	\$1,000
Community College HS – West Student Council	1	\$1,000
Mirabelli SWAT Team	1	\$1,000
Mirabelli Youth Group	1	\$1,000
Katz Outreach Youth Council	1	\$1,000
Pittman Elementary School	1	\$1,000
Pittman Panther Patrol	1	\$1,000
Cub Scout Pack 812	2	\$1,000
Fremont Family Writing Project	3	\$1,000
Park Elementary	3	\$1,000
Cambiero Elementary G.A.T.E.	3	\$1,000
Lunt Elementary G.A.T.E.	3	\$1,000
Bracken Elementary G.A.T.E.	3	\$1,000
Stupak Youth Council	3	\$1,000
Hollingsworth Outreach Youth Council	3	\$1,000
Lummis Elementary School Student Council	4	\$1,000
Garehime Elementary City Council	4	\$1,000
Becker Community School Board Teens	4	\$1,000
Becker Community School Green Thumbs	4	\$750
Becker Community School Helping Hands	4	\$1,000

City of Las Vegas

Fostering Kids	4	\$1,000
West Community Center Youth Council	5	\$1,000
Rancho HS Hispanic Student Union	5	\$1,000
West Prep Step Team	5	\$1,000
West Prep Junior Honor Society	5	\$1,000
West Prep Community Clean Up	5	\$500
West Prep Angels Creations	5	\$1,000
West Prep Mesa Club	5	\$1,000
Brinley Community School Youth Council	5	\$1,000
Arbor View HS Student Council	6	\$650
Total YNAPP Allocation		\$28,900

YNA PROJECT TEAM S DRES

City of Las Vegas Neighborhood Services Youth Neighborhood Association Partnership Program (YNAPP) 2006-2007 Funding Cycle Grant Recommendations

YNAPP Groups	Project Title	Project Description	Amount Awarded	Grant Match	Neighborhood Association	Ward
CCHS-National Honor Society	Operation School Bell	Students will create hygiene kits for low-income families and donate them to Operation School Bell.	1,000.00	5,245.00	Torrey Pines NA	1
CCHS - Student Council	Books for Betterment	The student council will host an event in conjunction with Operation School Bell to provide low-income students with educational supplies and clothing.	1,000.00	570.00	Torrey Pines NA	1
Mirabelli Community Center SWAT Team	A Date with My Mom	Host an event where mothers and sons can spend quality time together	1,000.00	3,820.00	Charleston Preservation NA #11	1
Katz Outreach Youth Council	Easter Fun Time	Host a holiday event for the students and families of Katz Elementary	1,000.00	1,000.00	Rock Springs HOA	1
Pittman Elementary School	Cooperating Literacy Project	Fourth grade students will read to and provide books for 1st grade students	1,000.00	6,480.00	Pittman NA	1
Mirabelli Community Center Youth Group	Back To School Extravaganza	Event to provide parents and students with information and supplies to prepare them to go back to school.	1,000.00	2,640.00	Charleston Preservation NA #11	1
Pittman Panther Patrol	Intergenerational Health	Student will work with a senior center to learn about senior health issues and what they can do to help.	1,000.00	2,415.00	Pittman NA	1
Cub Scout Pack 812	Friendship Garden	Youth will be beautifying the open spaces of the Beth Am Lied Adult Day Care Center	1,000.00	20,310.00	Mountain Trails	2
Fremont Family Writing Project	Family Writing Project	Students will host a family writing event for parents and students	1,000.00	60,750.00	West Circle NA	3
Cambiero Elementary G.A.T.E.	HOPE from GATE	Students will create hygiene packets for homeless students and donate them to the Title I HOPE Homeless Outreach Program	1,000.00	7,680.00	Mi Casa En El Sol NA	3
Park Elementary School	Project Recycle	Improve and expand the schools recycling program	1,000.00	7,410.00	John S. Park Neighborhood Association	3

YNA PROJECT TEAM S DRES

YNAPP Groups	Project Title	Project Description	Amount Awarded	Grant Match	Neighborhood Association	Ward
Lunt Elementary G.A.T.E.	Title I GATE Gives Hope from Lunt for Homeless	Students will prepare weekend food packets for homeless students	1,000.00	2,535.00	Washington Square NA	3
Bracken Elementary G.A.T.E.	Reading for the Future	Create reading packets for Hispanic preschoolers to help them learn English	1,000.00	10,850.00	College Park Neighborhood Association	3
Stupak Community Center Youth Council	Holiday Get-A-Way	Host a holiday event in a park near the center for low-income families in the neighborhood.	1,000.00	2,000.00	Gateway NA	3
Hollingsworth Outreach Youth Council	Graffiti Clean up	Paint over graffiti in the surrounding neighborhood	1,000.00	20,250.00	Church Noblitt NA	3
Lummis Elementary Student Council	Recycling Project – Fitness Project	Students will expand their school recycling project and create more opportunities for students to exercise during their breaks	1,000.00	5,115.00	Sun City Summerlin	4
Becker Community School - Helping Hands	Carnival of Care	Youth will host a community event to raise money for Sunrise Children's Hospital	1,000.00	15,030.00	South Shores	4
Garehime Elementary City Council	Build a Bear for Hope	Students will make stuffed animals then donate them to Children in the hospital.	1,000.00	2,760.00	Firethorne 1 HOA	4
Becker Community School - Board Teens	Boxes of Love	Youth will collect school supplies for the students of a low-income school	1,000.00	4,510.00	South Shores	4
Becker Community School - Green Thumbs	Growing with Becker	Replant the planter and rose garden at Becker Middle School	750.00	3,250.00	South Shores	4
Fostering Kids	Scrapbook Memories Intended to Lift Esteem and Spirits (SMILES)	Youth will host a workshop for foster kids to help them create scrapbooks and photo albums	1,000.00	2,390.00	American West Village	4
West Community Center Youth Council	Necessary Necessities	Youth will distribute care packages to the residents of the Shade Tree Shelter	1,000.00	2,550.00	Diamond Point NA	5

YNA PROJECT TEAM SCORES

YNAPP Groups	Project Title	Project Description	Amount Awarded	Grant Match	Neighborhood Association	Ward
Rancho High School Hispanic Student Union	Adopt-A-Grandparent – Gift of Green	Adopting a senior citizen and a low-income family and providing them with food and gifts for the holidays	1,000.00	3,330.00	Rancho Manor	5
West Prep Step Team	Pillow Talk	Create an after school club where female students can discuss issues and concerns while creating pillows to donate to various organizations	1,000.00	4,650.00	Whispering Timbers NA	5
West Prep Junior Honor Society	Read a Book on Tape	Record stories and create activity books for children in hospitals	1,000.00	2,160.00	Berkley Square NA	5
Brinley Community School Youth Council	Kids 4 Kids	Reading and education program for pre-school youth in their neighborhood	1,000.00	4,800.00	Tanglewood NA	5
West Prep Community Clean Up	Community Clean up	Clean up trash around Lorenzi Park	500.00	960.00	Whispering Timbers NA	5
West Prep Angels Creations	Winter Wear	Make winter clothing for the children in Child Haven	1,000.00	9,180.00	Whispering Timbers NA	5
West Prep Mesa Club	Mesa A Night	Event to get more students and parent interested in Math and Science	1,000.00	1,000.00	Berkley Square NA	5
Arbor View High School Student Council	Pink Ribbon Walk for the Cure	School based walk-a-thon to raise awareness and funding for breast cancer	650.00	4,802.00	Whisper Creek HOA	6
			\$28,900.00	\$220,442.00		

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
CCHS - National Honor Society**

THIS AGREEMENT, made and entered into this 19th day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **CCHS - National Honor Society**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 6375 W. Charleston Boulevard, Las Vegas, NV 89146.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Operation School Bell** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to create and donate personal hygiene kits for low-income families.

Tasks to be Performed:

- Identify items to be included in kits
- Purchase items to included in kits
- Create kits
- Donate kits

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of kits created
- Number of kits distributed/donated

"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:*

Kathleen Dye, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability. *K Dy 3/19/2007*

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **6375 W. Charleston Boulevard, 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.

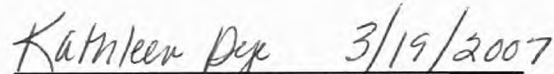
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

**CCHS - National Honor Society,
"SUBRECIPIENT"**



Stephen Harsin, DIRECTOR

 3/19/2007
Kathleen Dye, PROJECT TEAM LEADER

ATTEST:

ATTEST:



BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/2007

APPROVED AS TO FORM: J. Ponticello 3/7/07

Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit B



YNAPP Monthly Progress Report FY 2006-2007

Project Team:		
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]

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
CCHS - Student Council**

THIS AGREEMENT, made and entered into this 19th day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **CCHS - Student Council**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 6375 W. Charleston Boulevard, Las Vegas, NV 89146.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Books for Betterment** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host an event with Operation School Bell to provide low-income students with educational supplies and clothing.

Tasks to be Performed:

- Identify and purchase needed items for event
- Plan and host the event
- Collect donated money, educational supplies and clothing
- Purchase educational supplies and clothing with donated money
- Distribute educational supplies and clothing to low-income students

Level of Service to be Provided:

This project will educate participating youth on the importance of helping those in need.

Measurable Goals for Grant period:

- Number of youth volunteers
- Amount of monies, educational supplies and clothing raised during the event
- Number of students who received educational supplies and clothing

"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:*

Kathleen Dye, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

C. INDEMNIFICATION

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

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

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2. Proceeds from the disposition of equipment purchased with YNAPP funds;
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4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
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.

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C. FINANCIAL RECORDKEEPING

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D. RECORDS

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

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G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

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A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **6375 W. Charleston Boulevard, Las Vegas, NV 89146.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

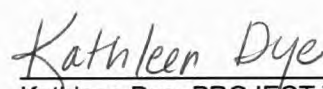
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

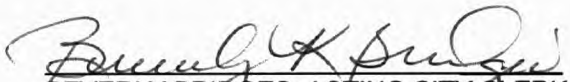
CCHS - Student Council, "SUBRECIPIENT"


Stephen Harsin, DIRECTOR

 3/19/2007
Kathleen Dye, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/2007

APPROVED AS TO FORM: J. Ponticello 3/7/07

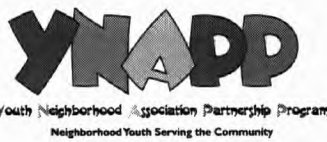
Exhibit A

X. Overall Project Budget Worksheet

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QTY	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies/ Materials	Cash Donation	
1	DVD Player	\$50	50			50
5	Children's DVD Movies	20	100			100
20	Pizza (Feed Children) while they wait to shop	6	120			120
10	+ drinks (1 liter)	3	30			30
100-223	Books from Scholastic Book Catalog (#3-4 average cost)	#3-4 average 700				700
TOTALS						\$1000

Exhibit B



City of Las Vegas YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Mirabelli Community Center S.W.A.T. Team**

THIS AGREEMENT, made and entered into this 16 day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Mirabelli Community Center SWAT Team**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 6200 Hargrove Avenue, Las Vegas, NV 89107.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **A Date with My Mom** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host an event where Mothers and Sons can spend quality time together.

Tasks to be Performed:

- Identify number and names of event participants
- Identify and reserve location for event
- Purchase supplies, materials and food
- Host the event
- Clean up after the event concludes

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of participants
- Completion of event

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

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

Jodie Hofbauer, 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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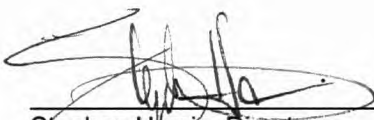
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

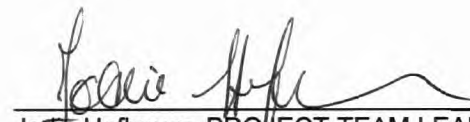
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

CITY OF LAS VEGAS

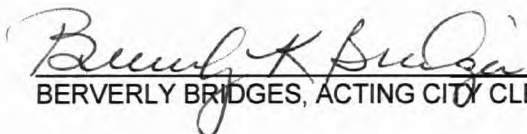
**Mirabelli Community Center SWAT Team,
"SUBRECIPIENT"**


Stephen Harsin, Director


Jodie Hofbauer, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BERVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/2007

APPROVED AS TO FORM: Anticella 3/7/07

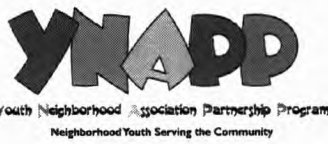
Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit B



City of Las Vegas YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

(Please Print Clearly)

Address: _____ Zip code: _____

[illegible]

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

THIS AGREEMENT, made and entered into this 16 day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Mirabelli Youth Group**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 6200 Hargrove Avenue, Las Vegas, NV 89107.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Back to School Extravaganza** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host an event to provide parents and students with information and supplies to prepare them to go back to school.

Tasks to be Performed:

- Identify and purchase needed items for the event
- Plan and host the event
- Distribute the information and supplies to the parents and students

Level of Service to be Provided:

This project will educate participating youth on the importance of helping those in need.

Measurable Goals for Grant period:

- Number of youth volunteers
- Amount of information and supplies distributed
- Number of parents and students participating

"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:*

Jodie Hofbauer, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Mirabelli Youth Group, "SUBRECIPIENT"


Stephen Harsin, DIRECTOR


Jodie Hofbauer, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/2007

APPROVED AS TO FORM: J. Ponticello 3/7/07

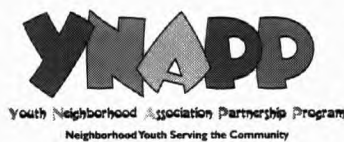
Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Katz Outreach Youth Council**

THIS AGREEMENT, made and entered into this 16 day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Katz Outreach Youth Council**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 749 Veterans Memorial Drive, Las Vegas, NV 89101.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Easter Fun Time** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host an Easter Holiday event for the students and families of Katz Elementary School.

Tasks to be Performed:

- Select a location for the event
- Identify and purchase needed supplies and materials for the event
- Plan and host the event

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of participating students and families
- Completion of event

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

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

Kasina Boone, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

Katz Outreach Youth Council, "SUBRECIPIENT"


Stephen Harsin, DIRECTOR


Kasina Boone, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/07

APPROVED AS TO FORM: V. Ponticello 3/7/07

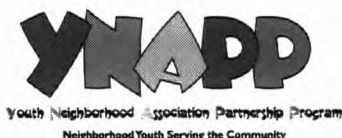
Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit B



City of Las Vegas YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

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

THIS AGREEMENT, made and entered into this 17th day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Pittman Elementary**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 6333 Fargo Avenue, Las Vegas, NV 89107.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Cooperating Literacy Project** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to create a reading program for 1st grade students.

Tasks to be Performed:

- Coordinate program dates and time with school staff
- Purchase supplies and materials
- Host reading program
- Provide books to participating students

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of 1st grade students participating in the program
- Number of books provided
- Completion of program

"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:*

Terry Loomis, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **6333 Fargo 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

Pittman Elementary, "SUBRECIPIENT"


Stephen Harsin, DIRECTOR

 3/17/07
Terry Loomis, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/07

APPROVED AS TO FORM: J. P. Bice 3/7/07

Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit B



Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Pittman Panther Patrol**

THIS AGREEMENT, made and entered into this 17th day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Pittman Panther Patrol**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 6333 Fargo Road, Las Vegas, NV 89107.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Inter Generational Health** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to work with a senior center to learn about senior health issues and to provide assistance to senior citizens.

Tasks to be Performed:

- Work with school administration to identify student volunteers
- Identify senior center to assist
- Work with teachers, school staff and senior center staff to learn about senior health issues
- Work with teachers, school staff and senior center staff to learn how to assist senior citizens

Level of Service to be Provided:

This project will educate participating youth on the importance of assisting those in need.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of senior citizens assisted

"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:*

Terry Loomis, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **6333 Fargo Road, Las Vegas, NV 89107.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

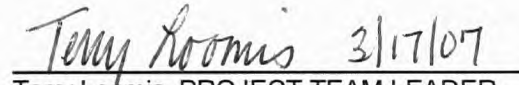
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

CITY OF LAS VEGAS

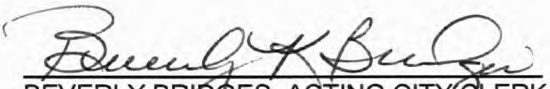
Pittman Panther Patrol, "SUBRECIPIENT"


Stephen Harsin, DIRECTOR

 3/17/07
Terry Loomis, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/07

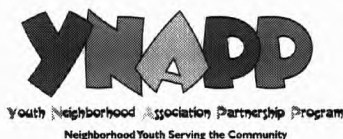
APPROVED AS TO FORM: 2. Anticetto 3/7/07

Exhibit A

X. Overall Project Budget Worksheet

PAGE 05/09

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Cub Scout Pack 812**

THIS AGREEMENT, made and entered into this 16 day of June, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Cub Scout Pack 812**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 236 Silver Castle Street, Las Vegas, NV 89144.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Friendship Garden** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to beautify the open spaces of the Beth Am Lied Adult Day Care Center.

Tasks to be Performed:

- Purchase supplies and materials
- Clean the area to be beautified
- Beautify the area

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Completion of the beautification
- Number of adults who utilize the area

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

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

Chari Rosenberg, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **236 Silver Castle Street, Las Vegas, NV 89144.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

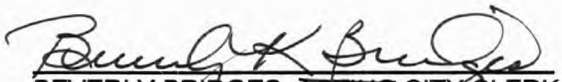
Cub Scout Pack 812, "SUBRECIPIENT"


Stephen Harsin, DIRECTOR


Chari Rosenberg, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ~~ACTING~~ CITY CLERK

COUNCIL ACTION: 2/21/07

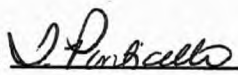
APPROVED AS TO FORM:  2/27/07

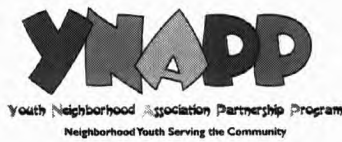
Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

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

THIS AGREEMENT, made and entered into this 3rd day of May, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Fremont Family Writing Project**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 1100 E. St. Louis Avenue, Las Vegas, NV 89104.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Fremont Community Mural, Book and CD-ROM** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host a family writing event for parents and students.

Tasks to be Performed:

- Identify location for event
- Purchase supplies and materials
- Plan and host event

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of parents and students participating
- Completion of event

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

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

Arthur Kelly, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

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

F. ACCESS TO RECORDS

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

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

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

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **1100 E. St. Louis Avenue, Las Vegas, NV 89104.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

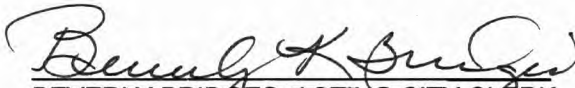
CITY OF LAS VEGAS

Fremont Family Writing Project, "SUBRECIPIENT"


Stephen Harsin, DIRECTOR
Arthur Kelly, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ~~ACTING~~ CITY CLERK

COUNCIL ACTION: 2/21/07

APPROVED AS TO FORM: J. Ponticello 3/7/07

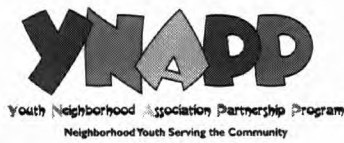
Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
300	Tiles, paints, firing of tiles, art direction	7 ⁰⁰ per tile	NO 2100		2100 ⁰⁰	2100 ⁰⁰
	Mural paints Asstd colors		Yes, in previous years			None
6	Teacher Stipends				500 ⁰⁰ x 6	3000 ⁰⁰
10	Print Anthologies -- full color ink + binding	50 ⁰⁰	yes, 750 ⁰⁰			500⁰⁰ 750 ⁰⁰
100	CD Rom's Cases, covers, labels		yes, 250 ⁰⁰			250 ⁰⁰
		TOTALS	1000 ⁰⁰		5100 ⁰⁰	6100 ⁰⁰

Exhibit B



City of Las Vegas YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

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

THIS AGREEMENT, made and entered into this 17th day of **March**, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Park Elementary School**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 931 Franklin Avenue, Las Vegas, NV 89104.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Recycling Project** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to improve and expand a recycling program for students, school staff and parents at Bracken Elementary School.

Tasks to be Performed:

- Purchase additional/new supplies and materials
- Re-educate students, school staff and parents about the recycling program
- Improve/expand the recycling program

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of students, school staff and parents re-educated on the recycling program
- Number of students, school staff and parents participating in the recycling program

"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:*

Darcy Schoppe, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

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A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

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

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

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

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C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

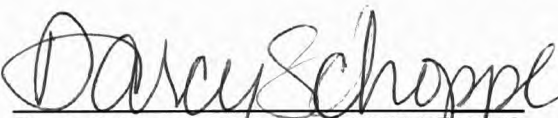
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IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

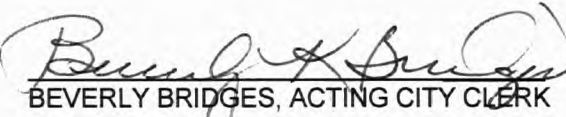
Park Elementary School, "SUBRECIPIENT"


Stephen Harsin, DIRECTOR


Darcy Schoppe, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION:

2/21/07

APPROVED AS TO FORM:

J. Ponticello

3/7/07

Exhibit A

X. Overall Project Budget Worksheet

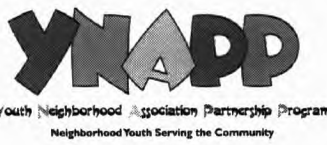
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Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Cambiero Elementary G.A.T.E.**

THIS AGREEMENT, made and entered into this 23rd day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Cambiero Elementary G.A.T.E.**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 2851 Harris Street, Las Vegas, NV 89101.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **H.O.P.E. from G.A.T.E.** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to create and donate personal hygiene kits for homeless students.

Tasks to be Performed:

- Identify items to be included in kits
- Purchase items to included in kits
- Create kits
- Donate kits to Title I HOPE Homeless Outreach Program

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of kits created
- Number of kits distributed/donated

"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:*

Kate Paffausen-Stetzner, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **2851 Harris Street, Las Vegas, NV 89101.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

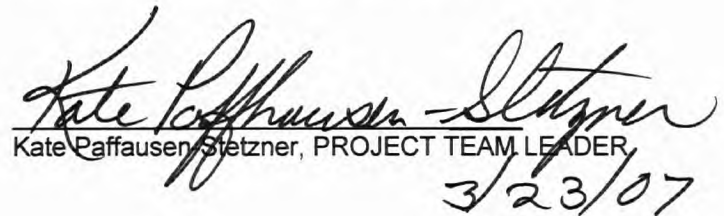
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

Cambiero Elementary G.A.T.E., "SUBRECIPIENT"


Kate Paffhausen-Stetzer, PROJECT TEAM LEADER
3/23/07

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

ATTEST:

COUNCIL ACTION: 2/21/2007

APPROVED AS TO FORM: J. Ponticello 3/7/07

Exhibit A

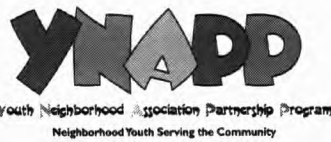
Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

over Ar 1025 -

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:			
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.

(Please Print Clearly)

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Lunt Elementary G.A.T.E.**

THIS AGREEMENT, made and entered into this 13rd day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Lunt Elementary G.A.T.E.**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 2701 Harris Avenue, Las Vegas, NV 89101.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Title 1 G.A.T.E. gives Hope from Lunt to Homeless** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to prepare weekend food packets for homeless students.

Tasks to be Performed:

- Identify items to be included in food packets
- Purchase items to included in food packets
- Prepare food packets

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of food packets prepared

"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:*

Kate Paffhausen-Stetzner, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **2701 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.

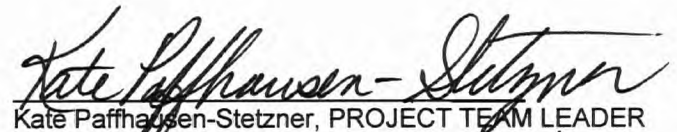
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

Lunt Elementary G.A.T.E., "SUBRECIPIENT"



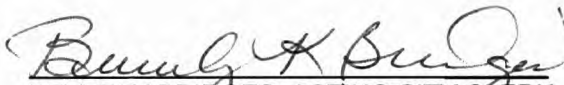
Stephen Harsin, DIRECTOR



Kate Paffhausen-Stetzner, PROJECT TEAM LEADER
3/23/07

ATTEST:

ATTEST:



BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/2007

APPROVED AS TO FORM: J. Ponticello 3/7/07

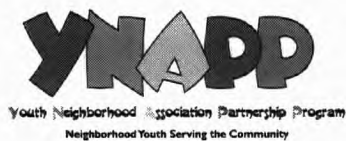
Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
1000	Water	\$0.50	\$500			\$500
300	Trail mix	\$0.50	\$150			\$150
200	Juice	\$0.25	\$50			\$50
206	Raisins	\$0.25	\$51.50			\$51.50
700	Canned food	\$0.60	\$420			\$420
200	Soup	\$0.50	\$100			\$100
200	Pitz (instant) (bags)	\$0.50	\$100			\$100
200	Wipes	\$1.00	\$200			\$200
200	Dinner rolls	\$1.00	\$200			\$200
200	Ultra grain/granola	\$0.50	\$100			\$100
200	beef jerky	\$0.50	\$100			\$100
20	End of project festival		\$150			\$150
200	Bags for items	\$1.00	\$200			\$200
1000	Materials for the school assembly and brochures	\$0.125				\$125
TOTALS			1000	1.125		2,125

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

(Please Print Clearly)

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Bracken 5th Grade G.A.T.E.**

THIS AGREEMENT, made and entered into this 23rd day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Bracken 5th Grade G.A.T.E.**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 1200 N. 27th Street, Las Vegas, NV 89101.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Reading for the Future** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to create reading packets for Hispanic pre-school children to help them learn English.

Tasks to be Performed:

- Identify number of reading packets to be created
- Purchase supplies and materials
- Create reading packets

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of pre-school students participating in the program
- Number of reading packets created

"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:*

Kate Paffhausen-Stetzner, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **1200 N. 27th Street, Las Vegas, NV 89101.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

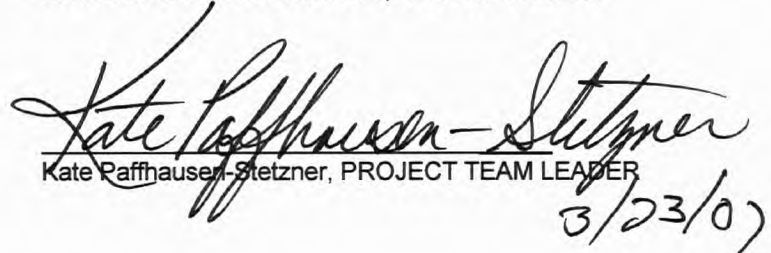
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

Bracken 5th Grade G.A.T.E., "SUBRECIPIENT"


Kate Raffhausen-Stetner, PROJECT TEAM LEADER
3/23/07

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

ATTEST:

COUNCIL ACTION: 2/21/2007

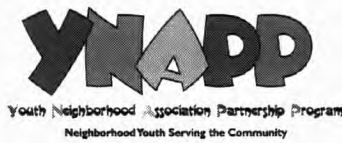
APPROVED AS TO FORM: J. Ponticello 3/7/07

Exhibit A

X. Overall Project Budget Worksheet

[illegible]

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

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

THIS AGREEMENT, made and entered into this 19 day of July, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Stupak Youth Council**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 300 W. Boston Avenue, Las Vegas, NV 89102.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Holiday Get-A-Way** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host a holiday event in a nearby park for low-income families in the neighborhood.

Tasks to be Performed:

- Identify and secure location for the event
- Invite low-income families in the neighborhood
- Identify and purchase needed items for the holiday event
- Plan and host the holiday event

Level of Service to be Provided:

This project will educate participating youth on the importance of helping those in need.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of participating low-income families
- Completion of event

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

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

Sherry Alexander, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

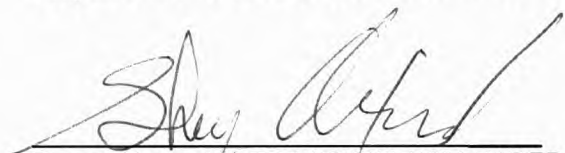
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

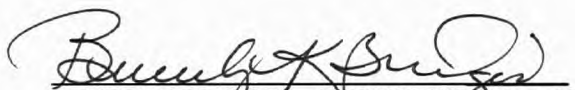
CITY OF LAS VEGAS


Stephen Harsin, DIRECTOR

Stupak Youth Council, "SUBRECIPIENT"


Sherry Alexander, PROJECT TEAM LEADER

ATTEST:


BEVERLY BRIDGES, ~~ACTING~~ CITY CLERK

ATTEST:

COUNCIL ACTION: 2/21/07

APPROVED AS TO FORM: 2. Ponticello 3/7/07

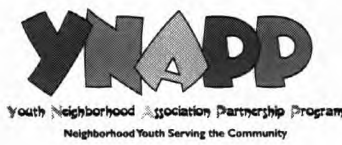
Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

(Please Print Clearly)

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Hollingsworth Outreach Youth Council**

THIS AGREEMENT, made and entered into this 16 day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Hollingsworth Outreach Youth Council**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 749 Veterans Memorial Drive, Las Vegas, NV 89101.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Graffiti Clean Up** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to paint over graffiti in the surrounding neighborhood.

Tasks to be Performed:

- Purchase supplies and materials
- Clean and prepare area to be painted
- Paint
- Apply a protective coat over the paint to prevent vandalism

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Amount of paint and supplies used
- Completion of project

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

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

Kasina Boone, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

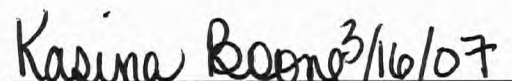
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

CITY OF LAS VEGAS

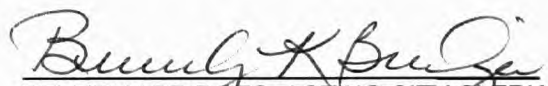
**Hollingsworth Outreach Youth Council,
"SUBRECIPIENT"**


Stephen Harsin, DIRECTOR


Kasina Boone, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/2007

APPROVED AS TO FORM: J. Pombierello 3/7/07

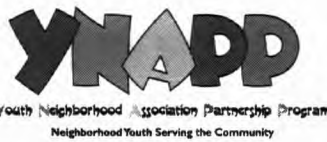
Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
15	Paintbrushes	4.00	60.00			60.00
8	Tarps	5.00	40.00			40.00
2	Tents	20.00	40.00			40.00
4	Paint (white)	10.00	40.00			40.00
4	Paint (tan)	10.00	40.00			40.00
20	Gloves	4.00	80.00			80.00
3	Ladder	80.00				80.00
70	Roller brushes	3.00	30.00			30.00
2	Paint sprayer	200.00	400.00			400.00
20	Masks	3.00	78.00			78.00
26	Aprons	3.00	78.00			78.00
7	Paint containers	5.00	35.00			35.00
26	bandannas for hair	1.75	19.70			19.70
26	goggles	2.00	52.00			52.00
10	Buckets	3.00	20.00			
60 cases	Water	5.00	30.00			
2	ice chest	15.00	30.00			
2	plastic drop cloth	10.00	20.00			
20 pairs	painting shoe covers		20.00			
18	hump suits	10.00	130.00			
9 gallons	paint thinner		30.00			
	paint remover		40.00			
10	caution cones		70.00			
TOTALS			1000.00			1000.00

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Lummis Student Council**

THIS AGREEMENT, made and entered into this 17th day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Lummis Student Council**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 9000 Hillpointe Road, Las Vegas, NV 89134.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Recycling and Fitness Project** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to expand the school's recycling and fitness programs for students.

Tasks to be Performed:

- Work with teachers and school staff to identify additional recycling and fitness opportunities for students
- Purchase supplies needed
- Teach students about the expanded recycling and fitness programs

Level of Service to be Provided:

This project will educate participating youth on the importance of recycling and fitness, while allowing them to teach other students the same principals/programs.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of students enrolled in the programs
- Number of expanded recycling and fitness opportunities for students

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

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

Tammy Wilder, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

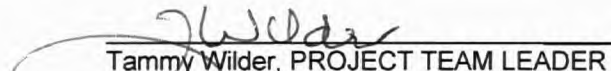
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

CITY OF LAS VEGAS

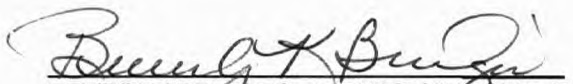
Lummis Student Council, "SUBRECIPIENT"


Stephen Harsin, DIRECTOR


Tammy Wilder, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/07

APPROVED AS TO FORM: J. Ponticello 3/7/07

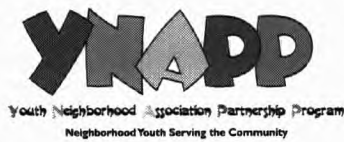
Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Garehime Heights City Council**

THIS AGREEMENT, made and entered into this 17th day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Garehime Heights City Council**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 3850 N. Campbell Road, Las Vegas, NV 89129.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Build A Bear for Hope** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to make stuffed animals which will be donated to hospitalized children.

Tasks to be Performed:

- Identify and purchase needed supplies to make the stuffed animals
- Work with teachers and school staff to learn how to make the stuffed animals
- Make the stuffed animals
- Donate the stuffed animals to hospitalized animals

Level of Service to be Provided:

This project will educate participating youth on the importance of assisting those in need by allowing them to create something special and touching the lives of hospitalized children.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of stuffed animals created
- Number of hospitalized children receiving stuffed animals

"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:*

Johnette Mercer, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
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These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

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A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

**Garehime Heights City Council,
"SUBRECIPIENT"**


Stephen Harsin, DIRECTOR

 3/17/07
Johnette Mercer, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/07

APPROVED AS TO FORM: V. Pinterello 3/7/07

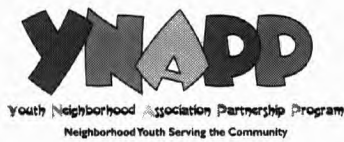
Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Becker Community School - Heart 2 Heart**

THIS AGREEMENT, made and entered into this 17 day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Becker Community School – Heart 2 Heart**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 9110 Hillpointe Road, Las Vegas, NV 89134.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Boxes of Love** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to provide school supplies for the students of a low-income school.

Tasks to be Performed:

- Confirm list of needed supplies with low-income school's administration
- Purchase needed supplies
- Collect donated supplies
- Prepare boxes of schools supplies for each classroom
- Donate boxes

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of classrooms and students served

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

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

Dwayne McIntyre, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

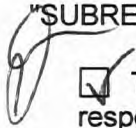
B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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



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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

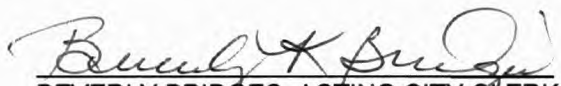
CITY OF LAS VEGAS


Stephen Harsin, DIRECTOR

**Becker Community School - Heart 2 Heart,
"SUBRECIPIENT"**


Dwayne McIntyre, PROJECT TEAM LEADER

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

ATTEST:

COUNCIL ACTION: 2/21/2007

APPROVED AS TO FORM: V. Ponticello 3/7/07

Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit B

City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

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

THIS AGREEMENT, made and entered into this 17 day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Becker Community School Youth Council – Green Thumbs**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 9110 Hillpointe Road, Las Vegas, NV 89134.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Growing With Becker** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$750.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to replant the planter and rose garden at Becker Middle School.

Tasks to be Performed:

- Identify location for the garden
- Purchase supplies and materials
- Plant garden

Level of Service to be Provided:

This project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of youth served by the garden

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

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

Dwayne McIntyre, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

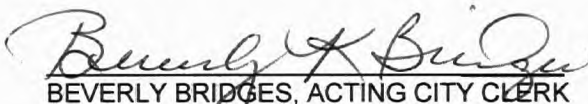
CITY OF LAS VEGAS


Stephen Harsin, DIRECTOR

**Becker Community School Youth Council,
"SUBRECIPIENT"**


Dwayne McIntyre, PROJECT TEAM LEADER

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

ATTEST:

COUNCIL ACTION: 2/21/07

APPROVED AS TO FORM: J. Pincello 3/7/07

Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
10	Bushes	30	X			300
2	Trees	60	X			120
4	ground cover	15			X	60
15	Top soil	10 ⁰⁰	X			150
15	Fertilizer	10 ⁰⁰	X			150
4	shovels large	10 ⁰⁰	X			40
10 pair	gloves	2 ⁰⁰	X			20 ⁰⁰
10	Hand shovels	3 ⁰⁰	X			30 ⁰⁰
2	Rakes	10 ⁰⁰	X			20 ⁰⁰
10	Rose Bushes	15	X			150 ⁰⁰
1	Plaque	40			X	40
4	Poles to support trees	5	X			20
		TOTALS	1000		100	1100

Exhibit B

City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

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

THIS AGREEMENT, made and entered into this 11 day of **March**, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Becker Community School - The Helping Hands**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **9110 Hillpointe Road, Las Vegas, NV 89134**.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a FY2006-2007 YNAPP-funded Program known as **Carnival of Care** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host a community carnival to raise money to purchase items for Sunrise Hospital's children's playroom.

Tasks to be Performed:

- Identify and purchase needed items for the community carnival
- Plan and host the community carnival
- Purchase items for children's playroom

Level of Service to be Provided:

This project will educate participating youth on the importance of helping those in need.

Measurable Goals for Grant period:

- Number of youth volunteers
- Amount of monies raised during the community carnival for Sunrise Hospital's children's playroom
- Number of children who utilize the playroom

"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:*

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

C. Program Reporting

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

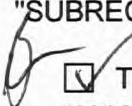
B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

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

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **9100 Hillpointe Road, Las Vegas, NV 89134.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

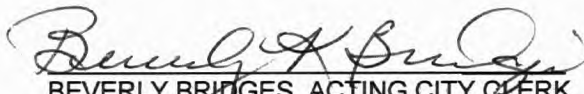

Stephen Harsin, DIRECTOR

**Becker Community School - The Helping Hands,
"SUBRECIPIENT"**


Dwayne McIntyre, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/07

APPROVED AS TO FORM: J. Penrice 3/7/07

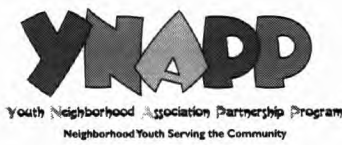
Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Fostering Kids At Work**

THIS AGREEMENT, made and entered into this 17th day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Fostering Kids At Work**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 3508 Lockport Street, Las Vegas, NV 89129.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Scrapbook Memories Intended to Lift Esteem and Spirits (SMILES)** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host a workshop for foster kids to help them create scrapbooks and photo albums.

Tasks to be Performed:

- Identify and secure location of workshop
- Purchase supplies and materials
- Host workshop
- Create scrapbooks and photo albums

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of foster kids participating
- Number of scrapbooks and photo albums created

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

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

Tammy Wilder, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **3508 Lockport Street, Las Vegas, NV 89129.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

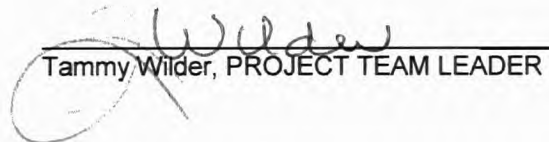
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

CITY OF LAS VEGAS

Fostering Kids At Work, "SUBRECIPIENT"


Stephen Harsin, DIRECTOR


Tammy Wilder, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/07

APPROVED AS TO FORM: V. P. [Signature] 3/7/07

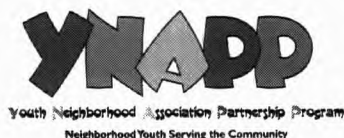
Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
30	Cameras - one time use	\$5-		150 ⁰⁰		\$150 ⁰⁰
20	Cameras with film	\$15-		300 ⁰⁰		\$300 ⁰⁰
10	Extra film	\$5-		50 ⁰⁰		\$50 ⁰⁰
50	scrapbooks	\$7	350 ⁰⁰			\$350 ⁰⁰
100	paper, border, stickers	\$3	300 ⁰⁰			\$300 ⁰⁰
5	ziplock baggies, gallon size	\$3	15 ⁰⁰			\$15 ⁰⁰
1	memory book binding machine	\$300	300 ⁰⁰			\$300 ⁰⁰
3 boxes	book bindings	\$10	30 ⁰⁰			\$30 ⁰⁰
* money rounded for shipping						
TOTALS			\$995 ⁰⁰	\$500 ⁰⁰		\$1495 ⁰⁰

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

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

THIS AGREEMENT, made and entered into this 24th day of April, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **West Community Center Youth Council**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 2050 Sapphire Stone, Las Vegas, NV 89106.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Necessary Necessities** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to distribute care packages to the residents of the Shade Tree Shelter.

Tasks to be Performed:

- Identify items to be included in care packages
- Purchase items to included in care packages
- Create care packages
- Distribute care packages

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of care packages created
- Number of care packages distributed

"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:*

Crystal Jackson, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

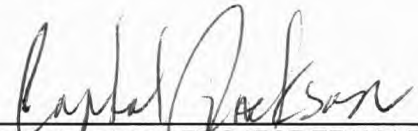
C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

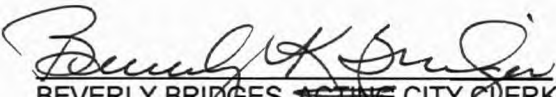
CITY OF LAS VEGAS

**West Community Center Youth Council,
"SUBRECIPIENT"**


Stephen Marsin, DIRECTOR
Crystal Jackson, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/07

APPROVED AS TO FORM: V. Ponticello 3/7/07

Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit B

City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Rancho High School Hispanic Student Union**

THIS AGREEMENT, made and entered into this 17 day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Rancho High School Hispanic Student Union**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 1900 E. Searles Avenue, Las Vegas, NV 89101.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Adopt-A-Grandparent** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to adopt a senior citizen and a low-income family in order to provide them with food and gifts for the holidays..

Tasks to be Performed:

- Identify senior citizens and low-income families to be adopted
- Identify and purchase needed items (i.e. food and gifts)
- Distribute food and gifts

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of items purchased/distributed
- Number of participating senior citizens and low-income families

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

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

Isaac Barron, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
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These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

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B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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A. RELIGIOUS ACTIVITIES

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

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

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

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A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

**Rancho HS Hispanic Student Union,
"SUBRECIPIENT"**


Stephen Harsin, DIRECTOR

 3-17-07
Isaac Barron, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/2007

APPROVED AS TO FORM: J. Ponticello 3/7/07

Exhibit A

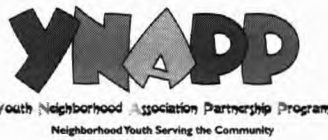
Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

estimations - Party supplies may be cheaper

QTY.	ITEM	Cost Per Item	FUNDING SOURCE			TOTAL COST
			YNAPP Funded	Donated Supplies / Materials	Cash Donation	
-	Party supplies (cups, plates, etc)		200	100		300
-	Misc. gifts for 12 grandparents (\$60 Avg.)		360	360		720
-	Misc. gifts for family (Avg. \$60/person x 5 people)		150	150		300
-	Misc. holiday items (X-mas Tree, etc)		50	50		100
-	Canned Food items Donations collected by HSU for Family		0	0	0	
		TOTALS	760	660		1420

Exhibit B



City of Las Vegas YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
West Prep Step Team**

THIS AGREEMENT, made and entered into this 16 day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **West Prep Step Team**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 2050 Saphire Stone, Las Vegas, NV 89106.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Pillow Talk** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to create an after school club where female students can discuss issues and concerns while creating pillows to donate to various organizations.

Tasks to be Performed:

- Identify location for after school club
- Identify and purchase supplies and materials for pillow creation
- Create after school club
- Create and donate pillows

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of participating female students
- Number of pillows created
- Number of pillows donated

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

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

Kasina Boone, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

CITY OF LAS VEGAS

West Prep Step Team, "SUBRECIPIENT"


Stephen Harsin, DIRECTOR


Kasina Boone, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/07

APPROVED AS TO FORM: D. Lombardi 3/7/07

Exhibit A

West Prep Step Team
"Pillow Talk"

	Qty	Price	Total
Creativity for Kids Make Your Own Fleece Pillows	(20)	19.99	399.80
Pillow Stuffing	(35)	3.99	139.65
Fabric 30yds		2.99	100.00
Sewing Kits	(10)	8.00	80.00
Digital Camera	(1)	200.00	200.00
Cookies	(5)	4.00	20.00
Punch	(5)	1.99	9.95
Napkins	(2)	3.00	6.00
		Total	955.40

Exhibit B

City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
West Prep Jr. Honor Society**

THIS AGREEMENT, made and entered into this 20th day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **West Prep Jr. Honor Society**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 2050 Saphire Stone Avenue, Las Vegas, NV 89106.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Read A Book On Tape** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to record stories and create activity books for children in hospitals.

Tasks to be Performed:

- Identify and purchase supplies and materials
- Record stories
- Create activity books

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of activity books created
- Number of participating children

"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:*

Joyce Pratt, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

West Prep Jr. Honor Society, "SUBRECIPIENT"


Stephen Harsin, DIRECTOR

 3/20/07
Joyce Pratt, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/2007

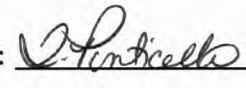
APPROVED AS TO FORM:  3/7/07

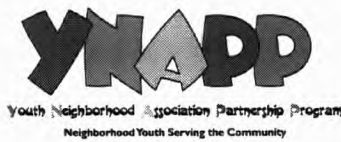
Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
West Prep Community Clean Up**

THIS AGREEMENT, made and entered into this 17 day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **West Prep Community Clean Up**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 2050 Sapphire Stone Avenue, Las Vegas, NV 89106.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Community Clean Up** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$500.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to clean up trash around Lorenzi Park

Tasks to be Performed:

- Plan clean-up
- Purchase supplies and materials
- Clean the area

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service, including neighborhood beautification.

Measurable Goals for Grant period:

- Number of youth volunteers
- Completion of area clean up

"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:*

Jennifer Vandenberg, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

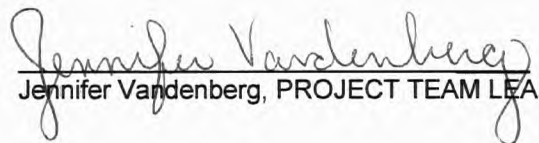
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

CITY OF LAS VEGAS

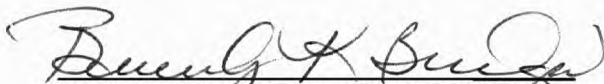
**West Prep Community Clean Up,
"SUBRECIPIENT"**


Stephen Harsin, DIRECTOR

 3/17/07
Jennifer Vandenberg, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/07

APPROVED AS TO FORM: V. Ponticello 3/7/07

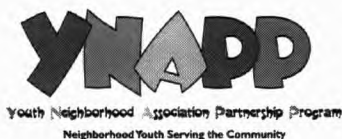
Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
West Prep Angel Creations**

THIS AGREEMENT, made and entered into this 17th day of April, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **West Prep Angel Creations**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 2050 Sapphire Stone Avenue, Las Vegas, NV 89106.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Winter Wear** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to make winter clothing for the children at Child Haven.

Tasks to be Performed:

- Purchase materials and supplies
- Make winter clothing

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of clothes made
- Number of participating children

"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:*

Charla Ricketts, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.

- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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



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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

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

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

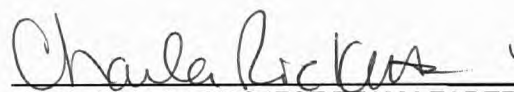
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

CITY OF LAS VEGAS

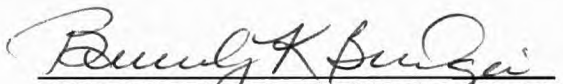
West Prep Angel Creations, "SUBRECIPIENT"


Stephen Harsin, DIRECTOR

 4-17-07
Charla Ricketts, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 5/21/2007

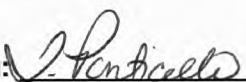
APPROVED AS TO FORM:  3/7/07

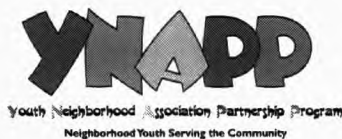
Exhibit A

Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

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

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
West Prep Mesa Club**

THIS AGREEMENT, made and entered into this 17 day of **March**, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **West Prep Mesa Club**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 2050 Sapphire Stone Avenue, Las Vegas, NV 89106.

WITNESSETH

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

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

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

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

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Mesa Night** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host an event to get more students and parents interested in Math and Science.

Tasks to be Performed:

- Identify location for event
- Purchase supplies and materials
- Plan and host event

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of parents and students participating
- Completion of event

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

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

Ada Garner, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

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

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

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

C. INDEMNIFICATION

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

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

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

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" **2050 Sapphire Stone Avenue, Las Vegas, NV 89106.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

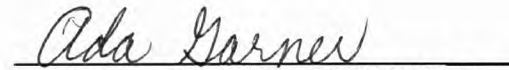
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

West Prep Mesa Club, "SUBRECIPIENT"


Stephen Harsin, DIRECTOR


Ada Garner, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/07

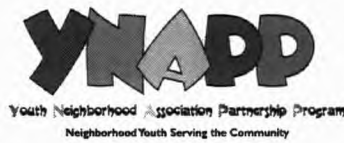
APPROVED AS TO FORM: 2 P. M. [Signature] 3/7/07

Exhibit A

Revised Budget for M. E. S. A Club

Quantity:	Items:	Costs:	Total:
10	two liter bottles	0.99	10
10	mentos	1	10
5	two liter diet coke bottles	0.99	5
5	test tubes	2	10
1	carton of eggs	3.49	3.49
10	shoe boxes	1.29	12.9
10	bubble wrap	4.12	41.2
1	package of cottonballs	3	3
5	tape dispenser	1.2	6
5	ream paper	4.5	22.5
10	car kits	15	150
5	bags of marshmallows	1	5
5	boxes of toothpicks	1	5
1	timer	5	5
1	packeage of pencils	1.99	1.99
100-150	snacks for boothies	200	200
100	souvenirs	1	100
20	poster boards	3.5	70
			Total: 661.08

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name: _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Brinley Community School Teen Youth Council**

THIS AGREEMENT, made and entered into this 31 day of July, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Brinley Community School Teen Youth Council**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 6150 Smoke Ranch Road, Las Vegas, NV 89108.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

- To support emerging and established registered neighborhood-based youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood-based youth organizations to effectively plan and implement program that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods;
- and
- To encourage youth to feel pride, connection, and respect for neighborhood based service-learning work.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Kids 4 Kids** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$1,000.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used for a reading and education program for neighborhood pre-school youth.

Tasks to be Performed:

- Identify neighborhood pre-school youth program participants
- Purchase materials and supplies
- Create and implement program

Level of Service to be Provided:

The project will provide youth with the opportunity to impact and shape their community through their volunteer service.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of neighborhood pre-school youth program participants
- Completion of program

"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:*

Henry Romero, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

th ☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
2. Proceeds from the disposition of equipment purchased with YNAPP funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with YNAPP funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **6150 Smoke Ranch Road, Las Vegas, NV 89108**.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

**Brinley Community School Teen Youth Council,
"SUBRECIPIENT"**


Stephen Harsin, DIRECTOR


Henry Romero, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ~~ACTING~~ CITY CLERK

COUNCIL ACTION: 2/21/07

APPROVED AS TO FORM: J. Pombaleo 3/7/07

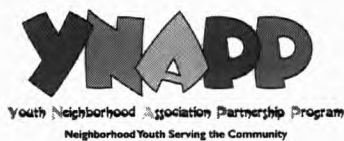
Exhibit A

Section 1.a: Money, Money, Money

X. Overall Project Budget Worksheet

[illegible]

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

(Please Print Clearly)

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

**Youth Neighborhood Association Partnership Program
Between the City Of Las Vegas and
Arbor View HS Student Council**

THIS AGREEMENT, made and entered into this 22nd day of March, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Arbor View HS Student Council**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is 7500 Whispering Sands Drive, Las Vegas, NV 89131.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Youth Neighborhood Association Partnership Program, hereinafter referred to as "YNAPP"; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the YNAPP program to ensure that it conforms to the YNAPP Program Guidelines and Las Vegas City Council goals; and

WHEREAS, CITY, as Grantor, wishes to engage "SUBRECIPIENT" to assist the CITY in utilizing such funds by providing services to meet the YNAPP Program's objectives, as follows:

- To support emerging and established registered neighborhood-based youth organizations working on significant neighborhood and community issues and concerns through achievable projects;
- To empower registered neighborhood-based youth organizations to effectively plan and implement program that are youth led and youth driven, addressing neighborhood/community needs and issues;
- To encourage adults to embrace the assets youth can bring to their neighborhoods and surrounding communities;
- To empower neighborhood based organizations to build intergenerational relationships in their neighborhoods;
- and
- To encourage youth to feel pride, connection, and respect for neighborhood based service-learning work.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering a **FY2006-2007** YNAPP-funded Program known as **Pink Ribbon Walk for a Cure** that provides activities eligible under the Youth Neighborhood Association Partnership Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$650.00** in YNAPP funds to be allocated in accordance with the Program Budget as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said YNAPP funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to host a school-based walk-a-thon to raise awareness and funding for breast cancer.

Tasks to be Performed:

- Identify and purchase needed items for event
- Plan and host the event
- Collect donations

Level of Service to be Provided:

This project will educate participating youth on the importance of helping those in need.

Measurable Goals for Grant period:

- Number of youth volunteers
- Number of participating students and parents
- Amount of donations collected

"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:*

Jodean Oviatt, Adult 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 **February 21, 2007** or the date first written above, until **August 31, 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 Project Progress Report and Youth Service Learning Logs, the forms for which are attached as Exhibit "B". These financial reports shall accompany each request for reimbursement of funds. Failure to submit said reports in a timely manner may delay reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program year goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.

- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.
- 3) Service Learning Logs should be submitted with copies of written materials which document the expenditure of the donated good(s), which are reported. This documentation will include: letters from professionals, identifying the donation they have made and its value, vendor receipts for donated goods or receipts for expenditures paid by funds raised by the "SUBRECIPIENT".
- 4) The "SUBRECIPIENT" shall provide a copy of all written reports developed for the Project to the CITY. These may be included with the Project Progress Report or under separate cover. Materials which help document the progress of the Project include: project meeting or event flyers, project meeting minutes, draft reports, final reports, photographs, timelines, job descriptions, contractor contracts, and participant interviews, and videos.
- 5) The "SUBRECIPIENT" shall provide a final, brief, written report that summarizes the Project's successes and lessons learned.

These reports will be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Planning and Support Division. CITY will monitor the performance of "SUBRECIPIENT" against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by "SUBRECIPIENT" within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for YNAPP funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **February 21, 2007**, or the date first written above, through **August 31, 2007**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no YNAPP grant award funds are received during fiscal year **2006-2007**. Furthermore, the CITY shall be liable only for payment proportional to the extent that YNAPP grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **February 21, 2007**, but prior to execution of this Agreement will not be reimbursed.

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

"SUBRECIPIENT" shall obtain any and all Federal, State, and Local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. "SUBRECIPIENT" further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

"SUBRECIPIENT" has requested financial support of the CITY to enable "SUBRECIPIENT" to provide the services contemplated in Section I. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by "SUBRECIPIENT," subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for YNAPP funding.

C. INDEMNIFICATION

"SUBRECIPIENT" agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. "SUBRECIPIENT's" obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

"SUBRECIPIENT" represents and agrees to the following (check one box):

☐ The "SUBRECIPIENT" is a registered neighborhood association and assumes responsibility for liability of the Project.

 ☒ The "SUBRECIPIENT" is not a registered neighborhood association but has partnered with a registered neighborhood association not directly affiliated with the "SUBRECIPIENT" and its Project. The "SUBRECIPIENT" assumes responsibility for its liability.

D. LIMIT ON ASSIGNMENT OF INTEREST

"SUBRECIPIENT" may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

E. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives. Said representatives will be announced, at a minimum, 24 hours in advance of such visits. The representatives may request, and be granted access to records. Representatives may, on occasion, interview Program volunteers and participants who volunteer to be interviewed.

F. ACCESS TO RECORDS

At any time during normal business hours, "SUBRECIPIENT'S" records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives.

G. INSURANCE

If "SUBRECIPIENT" uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

As a general rule, in accordance with First Amendment Church/State Principles, YNAPP assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES

"SUBRECIPIENT" will comply with this section, which prohibits the use of YNAPP funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

C. PROGRAM INCOME

"SUBRECIPIENT" agrees that program income, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with YNAPP funds;
2. Proceeds from the disposition of equipment purchased with YNAPP funds;
3. Gross income from the use or rental of real or personal property acquired by "SUBRECIPIENT" with YNAPP funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "SUBRECIPIENT," that was constructed or improved with YNAPP funds, less costs incidental to generation of the income; and
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME

Income from the Project may be retained by "SUBRECIPIENT" provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program.

E. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, "SUBRECIPIENT" shall transfer to CITY any YNAPP funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of YNAPP funds.

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, 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 YNAPP-ineligible or which are not within the scope of this Agreement. Reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's YNAPP Program. An extension of an **August 31, 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** YNAPP funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

I. NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.
- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

"SUBRECIPIENT" and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by CITY and/or any applicable federal statutes or regulations.

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **7500 Whispering Sands Drive, Las Vegas, NV 89131.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of each party the day and year first above written.

CITY OF LAS VEGAS

**Arbor View HS Student Council,
"SUBRECIPIENT"**


Stephen Harsin, DIRECTOR

 3/22/07
Jodean Oviatt, PROJECT TEAM LEADER

ATTEST:

ATTEST:


BEVERLY BRIDGES, ACTING CITY CLERK

COUNCIL ACTION: 2/21/2007

APPROVED AS TO FORM: J. Ponticello 3/7/07

Exhibit A

LEISURE SERVICE PAGE 01/01
Arbor View High School STUD.
Corrections.

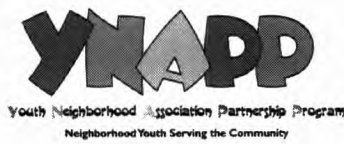
Section 7.a: Money, Money, Money

X. Overall Project Budget Worksheet

108 Gay Lynn

[illegible]

Exhibit B



City of Las Vegas

YNAPP Monthly Progress Report FY 2006-2007

Section 1: Identifying Information

Project Team:		
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.

Service Learning Log

(Please Print Clearly)

Volunteer **First** and **Last** Name: _____ Phone number: _____

Address: _____ Zip code: _____

Project Title: _____ Age: _____

[illegible]

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

BOARDS & COMMISSIONS:

ABEYANCE ITEM - HISTORIC PRESERVATION COMMISSION – Janet Ruth White, Term Expiration 3/6/2007

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The Historic Preservation Commission is comprised of members filling nine different categories. Terms are for four years, with no limit to the number of terms that may be served. Ms. Janet Ruth White (representing Category 7, Citizen-At-Large) has served one full and one partial term. She is eligible and wishes to be reappointed. This item was abeyed at the City Council Meeting of February 7, 2007.

Commissioner Bob Stoldal, Chairman of the Historic Preservation Commission, recommends the following: Appoint Mr. Greg Seymour to fill Category 7, Citizen-At-Large, to provide an archaeological element on this Commission.

RECOMMENDATION:

Procedure for this Commission requires appointment by the City Council. Options are: Reappoint Janet White or a new member; Commissioner Stoldal is recommending Greg Seymour, for Category 7, Citizen-At-Large.

BACKUP DOCUMENTATION:

1. Current Listing and Authority, Historic Preservation Commission
2. Memo, Margo Wheeler, Director, Planning and Development
3. Letter of Recommendation, Commissioner Bob Stoldal
4. Resume, Mr. Greg Seymour
5. Submitted after final agenda - Additional backup for Historic Preservation Commission Reappointment

Motion made by OSCAR B. GOODMAN to Approve to Reappoint Janet Ruth White

CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 1

LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, STEVEN D. ROSS,
LOIS TARKANIAN; (Against-None); (Abstain-None); (Did Not Vote-STEVE WOLFSON);
(Excused-GARY REESE)

Minutes:

MAYOR GOODMAN noted that COUNCILMAN REESE confirmed with COMMISSIONER BOB STOLDAL that he had no objection to MS. WHITE'S reappointment.



HISTORIC PRESERVATION COMMISSION

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
CATEGORY 1 - EXPERIENCED IN ARCHITECTURE				
KLENK, PATRICK J. (Mayor's recommendation) (Reese's reappointment recommendation)	Westar Architectural Group 701 Bridger, Ste. #400	89101	4/27/1998 (Reappt. 12-5-2001) (Reappt. 12-7-2005)	12/31/2009
CATEGORY 2 - EXPERIENCED IN URBAN DESIGN OR PLANNING				
VELTMAN, JAMES (Reese's reappointment recommendation)	1601 S. Rainbow, Ste. 250	89146	3/20/2002 (Eff. 3/23/2002) (Reappt. 3-15-2006)	3/23/2010
CATEGORY 3 - EXPERIENCED IN BUILDING CONSTRUCTION				
CUPPETT, H. RICHARD (Reese's recommendation)	7736 Tinted Mesa Court	89149	9/19/2001 (Reapp. 9-7-2005)	9/19/2009
CATEGORY 4 - EXPERIENCED IN REAL ESTATE PROFESSION				
AIKENS, RAYMOND (Filled Unexpired Term Felix DeHerrera Mayor Goodman's recommendation)	5909 W. Gowan.	89108	3/16/2005 (Reapp. 2-7-2007)	3/8/2011
CATEGORY 5 - REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP				
KIRK, ANDREW G. (Goodman's recommendation)	4505 Maryland Pkwy. UNLV, Assistant Professor	89154	6/18/2003	6/18/2007
CATEGORY 6 - EXPERIENCED IN NEVADA HISTORY				
WRIGHT, DOROTHY (Reese's reappointment recommendation)	5711 Alfred Drive	89108	3/24/1997 (Reapp. 3-7-2001) (Reapp. 3-2-2005)	3/24/2009
CATEGORY 7 - ALL MEMBERS IN CATEGORY 7 SERVE AS CITIZENS-AT-LARGE UNTIL THEY REPRESENT A HISTORIC DISTRICT DESIGNATION. WHEN THEY REPRESENT A DESIGNATED HISTORIC DISTRICT, THEY MUST EITHER OWN PROPERTY OR RESIDE WITHIN THAT DISTRICT.				
1. HAUSCH, MARY JOHN S. PARK HISTORIC DISTRICT DESIGNATION (Reese's reappointment recommendation)	1139 South Fifth Place	89104	2/24/1997 (Eff. 3/6/1997) (Reapp. 3/7/2001) (Reapp. 3/2/2005)	3/6/2009
2. WHITE, CLAYTEE (Historic Preservation Commission appointment recommendation)	2977 Calle Del Valle	89120	5/17/2006	5/17/2010
3. BELLIS, ROBERT (Reese's reappointment recommendation) (Replaced Alice Key)	1269 S. 8th Street	89104	3/8/2001 (Eff. 3/23/2002) (Reapp. 3/20/2002) (Reapp. 3/15/2006)	3/23/2010
4. WHITE, JANET RUTH (Reese's Recommendation) (Replaced Richard Segerblom)	4611 Krissylouise Way, Apt. D	89121	3/8/2001 (Reapp. 2/5/2003)	3/6/2007
5. STOLDAL, BOB (Mayor's recommendation) (Reese's reappointment recommendation)	7758 Willow Cove Circle	89129	4/27/1998 (Reappt. 12-5-2001) (Reappt. 12-7-2005)	12/31/2009

CATEGORY 8 - DIRECTOR OF PLANNING & DEVELOPMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS

WHEELER, MARGO (Director)	Development Services Center	01/05/2005
(Replaced Bob Genzer)	731 South 4 th Street	89101
MOONEY, COURTNEY (Designee)	Development Services Center	
	731 South 4 th Street	89101

CATEGORY 9 - DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE

BRUNSCHWYLER, GRETA (Director)	Nevada State Museum & Historical Society	
(Replaced Shirl Naegle)	700 Twin Lakes Drive	89107
MILLMAN, DAVID (Designee)	Nevada State Museum & Historical Society	7/31/2003
	700 Twin Lakes Drive	89107

AUTHORITY: Bill No. 2005-2, Ord. 5747 adopted 2-2-2005 eliminates the term limits of voting members of this committee. Created by Ordinance 3557, Bill 90-39, adopted 2-20-91; Replaced by Ordinance 5043, Bill 97-95, adopted 12-15-97; Amended by Ordinance 5049, Bill 98-9, adopted 2-9-98, Amended by Ordinance 5267, Bill 2000-79, adopted 11-1-2000. Amended by Ordinance 5346, Bill 2001-70, adopted 8-1-2001.

MEMBERS: 13 members
11 members appointed by the City Council; and
Two ex-officio representatives: Director, Planning and Development Department or designee, City of Las Vegas, and Director, Nevada State Museum and Historical Society or designee of State Historic Preservation Office.

Category

- 1 EXPERIENCED IN ARCHITECTURE (i.e. architect, art historian or historic preservation architect)
- 2 EXPERIENCED IN URBAN DESIGN OR PLANNING (i.e. urban designer, planner or landscape architect)
- 3 EXPERIENCED IN BUILDING CONSTRUCTION (i.e. building contractor or structural engineer)
- 4 EXPERIENCED IN REAL ESTATE PROFESSION (i.e. real estate developer, appraiser or broker)
- 5 REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP
- 6 EXPERIENCED IN NEVADA HISTORY (i.e. historian or archaeologist)
- 7 5 MEMBERS CITIZENS-AT-LARGE (AFTER HISTORIC DISTRICT DESIGNATION, SHALL BE FILLED BY A PERSON OWNING PROPERTY AND RESIDING WITHIN THE HISTORIC DISTRICT, IF A PERSON SO QUALIFIED IS AVAILABLE TO SERVE. IF NO SUCH PERSON IS AVAILABLE, A PERSON WHO OWNS REAL PROPERTY WITHIN THE HISTORIC DISTRICT MAY FILL THAT POSITION. IF MORE THAN FIVE HISTORIC DISTRICTS HAVE BEEN DESIGNATED AS SUCH PURSUANT TO THIS SUBCHAPTER, THE CITY COUNCIL SHALL DETERMINE WHICH FIVE OF THE HISTORIC DISTRICTS ARE TO BE REPRESENTED ON THE HPC)
- 8 DIRECTOR OF PLANNING & DEVELOPMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS (ex-officio)
- 9 DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE (ex-officio)

TERM: 4 years.

NOTES: Must fill unexpired terms if appropriate.
Each member must have a demonstrated interest in or knowledge of:

- a) The history of the City of Las Vegas
- b) Design, architecture, real estate and other matters relevant to judging the economic and cultural value of particular historic preservation activities.

Under Ordinance 5043, the two (2) additional Historic Preservation Commission seats have initial term expirations of 12/31/2001

NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

NOTE: Non-voting, ex-officio members, except when no quorum, may vote on Consent agenda and only to the extent necessary to create or maintain a quorum.

MEETINGS: 4TH Wednesday - 12:00 P.M. - 731 South 4th Street, Except 3rd Wednesday in November & December

INTER-OFFICE MEMORANDUM

January 11, 2007

TO: Barbara (Roni) Ronemus, City Clerk	FROM: Margo Wheeler, Director Planning and Development
SUBJECT: Historic Preservation Commission- Reappointments	COPIES TO: Courtney Mooney Paula Clark

Commissioners Janet Ruth White and Raymond Aikens will expire on March 6 and March 8, 2007, respectively. Terms are four years, with no limit to number of terms. To date, both are eligible for reappointment.

Ms. White replaced Richard Segerblom in 2001, so she has served one partial plus one full term. She currently fills a Category 7, Citizens-At-Large, position on the commission.

Mr. Aikens was appointed in 2005 to fill the unexpired term of Felix DeHerrera. He is currently filling a Category 4, Experienced in Real Estate Profession, position on the commission.

Commissioner Aikens has expressed a desire to be reappointed; however, we have not received a response from Commissioner Janet White to date.

The Historic Preservation Commission recommends that Mr. Aikens be reappointed, and that Gregory Seymour be appointed for Category 7, Citizen-At-Large.

Should you need additional information, please contact Courtney Mooney at 229-5260.

MW:cm

RECEIVED
CITY CLERK
2007 JAN 12 A 10:49

RECEIVED
CITY CLERK

January 9, 2007

2007 JAN 10 P 4: 14

Las Vegas City Council
City Hall, Tenth Floor
400 Stewart Avenue

Re: Historic Preservation Commission appointment recommendations

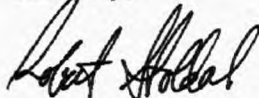
Dear Council Members:

On behalf of the Historic Preservation Commission, I would like to recommend the reappointment of Commissioner Raymond Aikens. The term of office for Mr. Aikens will expire on March 8, 2007. He is currently filling the Category 4, Experienced in Real Estate Profession, position on the commission.

The appointment for Category 7, Citizen-At-Large position will expire March 6, 2007. I would like to recommend that Greg Seymour be appointed to the Historic Preservation Commission to fill Category 7, effective March 7, 2007. Mr. Seymour is an archaeologist with several years experience, and has experience with restoration of historic structures at the Las Vegas Springs Preserve.

The Historic Preservation Commission have expressed the desire to extend their knowledge of archaeological resources, and at this time, there is no one on the Commission with archaeological experience. Mr. Seymour's knowledge will assist the Commission with making more informed decisions regarding the city's archaeological resources.

Sincerely,



Bob Stoldal
Chairman, Historic Preservation Commission

Cc: Margo Wheeler, Director, Planning & Development
Courtney Mooney, Historic Preservation Officer, Planning &
Development



Gregory Richard Seymour

CURRENT POSITION

- ❖ 2006 – Present **Co-Director Virgin Branch Office**
Far Western Anthropological Research Group, Inc.

EDUCATION

- ❖ 1997 M.A. in Archaeology, University of Nevada, Las Vegas
- ❖ 1983 B.A. in Anthropology, San Diego State University

PROFESSIONAL ORGANIZATIONS

- ❖ Mojave-Southern Great Basin Resource Advisory Council, Bureau of Land Management, 2006-2009
- ❖ Preserve Nevada – Board of Directors, 2000 to present
- ❖ Nevada Archaeological Association – President (2006)/Board of Directors and Liaison (2004 – 2006)
- ❖ Nevada Rock Art Foundation
- ❖ Arizona Archaeological and Historical Society
- ❖ Society for California Archaeology
- ❖ Register of Professional Archaeologists (RPA)
- ❖ Society for American Archaeology

PROFESSIONAL EXPERIENCE

1992-2006

Independent Projects

- Historic Bonita Creek Survey: Identify and inventory historic resources under BLM jurisdiction along Bonita Creek, Graham County, Arizona, including Old Lady Gay Historic Ranch.
- Historic building assessments in the Dos Cabezas Wilderness Area, Muleshoe Ranch, and Bonita Creek area, southeast Arizona; Griswold Cabins in Lincoln County, Nevada.
- Selected studies also include a reassessment of Pyramid Gray sherds from Willow Beach, Arizona, analysis of sherds from Von Trigger and Rustler Rockshelters and Joshua Tree National Park in the central Mojave, and multiple sites in southern Nevada.

1999-2006

Research Manager (2003-2006), the Springs Preserve, Las Vegas Valley Water District, Southern Nevada Water Authority [Development Manager 2001-2003, Acting Manager 2000-2001, Archaeologist/Principal Investigator 1999-2000]

General Responsibilities

- Oversee Guest Services/Events Division, the Education Division, and the Research Division of the LVSP, comprised of Biologists, Restoration Ecologists, and Archaeologists.
- Serve as principal resource manager for Springs Preserve development, identifying research needs, establish collections management program, develop and maintain working relationships with various Native American groups.

- Design and implement the Preserve's Cultural Resource Management Plan (CRMP).
- Hire and oversee consultants on projects in southern Nevada. Develop proposals, work plans, report reviews, and field inspections.
- Council the LVVWD and SNWA on NHPA, Section 106, 4(f), and NEPA compliance and documentation in consultation between Nevada SHPO, Advisory Council on Historic Preservation, Federal Highways Administration, Nevada Department of Transportation, Bureau of Land Management, Bureau of Reclamation, and US Forest Service.

Accomplishments

- Prepared updated National Register nomination for the Las Vegas Springs (26CK948 and 26CK949) as a historic cultural landscape.
- Created oral history program and Native American consultation for the Preserve.
- Designed and implemented a Public archaeology program at the Preserve with yearly culture history fair in conjunction with National Historic Preservation Week and the Nevada State Preservation month, pottery making and firing classes, children's archaeology dig and a lecture series.
- Obtained and implemented Nevada Commission on Cultural Affairs grants that restored the Little Springhouse, historic Chicken Coop, and Settling Basin.
- Excavated historic and prehistoric archaeological resources at the Preserve, and interdisciplinary excavations at Burnt Rock Spring Mound.

1997-1999

Senior Prehistoric Archaeologist, Harry Reid Center
for Environmental Studies, University of Nevada, Las Vegas

- General responsibilities included directing and managing archaeological excavations and inventories, developing budgets, conducting research, preparing documentation, report review and editing NRHP evaluations, obtain and maintain permits.
- Prepared Bureau of Reclamation/UNLV Regional Ceramic Type Collection of ceramic wares and types found in southern Nevada including Puebloan Gray and Red Wares, Patayan Buff and Brown Wares, Southern Paiute Brown Ware, and selected trade wares from Northern Arizona. Collections stored at the Bureau of Reclamation, Boulder City, and the Harry Reid Center, UNLV.
- Excavated several southern Nevada rockshelters, including Eastside (26CK5842) near Lake Mead, Mended Basket (26CK4038) southwest of Las Vegas, and a pre/protohistoric rockshelter roasting pit complex (26CK4908) west of Las Vegas.
- Stabilized and restored five stone-masonry buildings at the historic CCC Sanchez Camp (SCS-11-A), on BLM lands, in southeastern Arizona.

1995-1997

Research Assistant, Department of Anthropology,
University of Nevada, Las Vegas

- Lecturing, grading, teaching research methods
- Taught field and laboratory classes at the historic St. Joseph Mormon Fort and a Virgin Anasazi village on the Muddy River
- Volunteer, department representative for the Graduate Student Association (spring and fall 1996)

1995-1997

Project Manager, Lone Mountain Archaeological Services, Inc.,
Albuquerque, New Mexico

- Implemented and managed projects in Nevada, and New Mexico; directed up to 10 employees; prepared CRM proposals, research designs and work plans for NHPA Section 106 compliance.
- Sandoval County Landfill Project, supervised field investigations/evaluation of 11 Archaic/Ceramic Period sites, Rio Grande Valley, central New Mexico.
- Multiple small-scale (< 200-acre) inventories in Santa Fe County, New Mexico.
- Black Mountain Survey, directed 4,500 acres near Las Vegas, Nevada

1988-1995

Project Manager, SWCA Environmental Consultants, Inc., Tucson, Arizona

General Responsibilities

- Coordinated archaeology program for the Las Vegas office, managed and implemented projects and research in the Tucson office, supervised projects from the Flagstaff office.
- Worked throughout the Southwest in all major culture areas, conducting research, developed budgets, marketing, and proposals; authored reports on directed projects; directed up to 20 employees.
- Completed historic architecture studies including evaluation, restoration/rehabilitation, and interpretive/management plans.
- Excavated historic and prehistoric sites, large and small; Class I, II and III cultural resource inventories; conducted NRHP evaluations and mitigation/data recoveries throughout Arizona, California, Nevada, New Mexico, and western Texas.

Selected Projects

- Topock Project, managed and directed a 9,372 acre Class II survey and data recovery of six sites on BLM lands in western Arizona.
- Las Vegas Wash Wetlands Overview. Direct Class I overview of 4,500-acre study area.
- Civilian Conservation Corps Overview. Developed historical overview and management recommendations for 15 CCC camps in southeastern Arizona for the BLM.
- Bonita Creek Stone Cabin. Developed and implemented reconstruction plan and architectural evaluation for this historic building, Graham County, Arizona.
- Elephant Butte and El Paso Canal Survey. Coordinated survey of 180 miles of Bureau of Reclamation canals from Hatch, New Mexico to south of El Paso, Texas.
- Sanchez Copper Project. Directed 4,000 acre survey, developed and implemented data recovery plan for 38 prehistoric and historic sites on the upper Gila River, Arizona.
- Sanchez Copper Project, II. Conducted archival research and informant interviews regarding Sanchez Camp, SCS-11-A, a Civilian Conservation Corps camp in Graham County, Arizona.
- Tohonitsa Timber Sale. Directed survey of 14,000 acres on Navajo Nation lands in San Juan and McKinley counties, New Mexico.
- Barry M. Goldwater Archaeological Inventory. Designed, implemented, and managed Class II survey of 17,600 acres in eastern Papagueria, Arizona.
- Phoenix Sky Harbor Excavation. Supervised evaluation of a Hohokam hamlet and adjacent canal systems.
- San Pedro Valley Data Recovery. Directed mitigation of six Archaic through late period Hohokam sites, San Pedro Valley, southern Arizona.
- Brown Homestead Data Recovery and Architectural Analysis, Excavated historic homestead on the Middle Agua Fria River, Yavapai County, Arizona.

- 1987 Restoration Technician/Archaeologist, Office of the State Archaeologist, Sacramento, California
- Implemented archaeological monitoring and excavation projects in conjunction with historic building restoration.
 - Restored/rehabilitated Spanish/Mexican period adobes, stone masonry, and wood structures.
 - Manufactured and laid adobe block, plastering, and repairing/replacing wooden components at Santa Cruz Mission, the Mexican period Pedro Arena Adobe, and the Torrey Pines Adobe.
 - Constructed new park walkways, trails, and bridges for public access to park facilities and interpretive areas.
- 1986-1987 Archaeological Project Leader, Cultural Resource Management Section, Southern Region, California Department of Parks and Recreation, San Diego, California.
- Site evaluation and document preparation for the state prescribed burn plan. Excavation and survey in the southern region including Cuyamaca Rancho State Park, Anza-Borrego State Park, Picacho Recreation Area, and coastal state parks from San Diego to Point Conception. Immediate supervisor was Michael Sampson. Fulfilled two non-consecutive nine-month appointments.
- 1987 Crew Member. Dames and Moore, San Diego, California.
Site survey in southern California.
- 1985-1987 Crew Chief. Brian Mooney and Associates, San Diego, California.
Supervised field crews, conducted cultural resource surveys and data recoveries, at San Dieguito, La Jolla, Kumeyaii, Chumash, Patayan, and 19th and 20th century historic sites.
- 1983-1987 Crew Member. Recon and Westec Services, San Diego, California.
Site survey, recording, excavation, and artifact analysis of historic and prehistoric sites in coastal, mountain, and desert areas in southern California. Historic sites excavated include the Spanish period Johnson-Taylor Adobe, the Anglo period Morano Brick Kiln, and 40th Street Dump.
- 1985-1986 Field Supervisor. RBR Associates, San Diego, California.
Coordinated of field projects and supervised crews on site survey and recording, instrument mapping, and excavation of historic and prehistoric sites in southern California.
- 1983-1985 Crew Member. New World Research, Tucson, Arizona.
Archaeological site survey in the Tonto National Forest, Phoenix Valley, and excavation at the pre-classic Hohokam site, Ak Chin, Arizona.
- 1984-1985 Crew Member. SRA.
Survey and recording of historic and prehistoric sites in coastal and desert areas of San Diego County. South Coastal Information Center, San Diego. Maintained site files, conducted records search and archival research for cultural resource management companies in San Diego County.
- 1985 Crew Chief. ASM Affiliates, Inc., San Diego, California.
Implemented projects and supervised field crews on surveys and excavations throughout southern California.
- 1984-1985 Student Worker III, Environmental Services, San Diego County Department of Public Works, San Diego, California.
Archaeological site survey and excavation of archaeological sites including the Mexican period Rancho Guajome Adobe.
- 1983-1984 Crew Member. CALTRANS, San Diego, California.
Archaeological site survey and excavation in coastal, mountain, and desert areas of southern California.

- 1983 Volunteer. Arizona State Museum, Tucson, Arizona, Cultural Resource Management Division, Las Colinas project.
Excavation and mapping around the Classic period Hohokam Platform Mound 8.
- 1983-1985 Assistant Crew Chief and Research Assistant, San Diego State University, San Diego, California.
Training and supervising students in field methods and laboratory procedures at the Spanish period Ruiz Alvarado Adobe.
- 1981-1982 Graduate Research Assistant in Teaching. Department of Anthropology, San Diego State University, San Diego, California.
Training and supervising students in field methods in a field class at the Spanish period Ruiz Alvarado Adobe, evaluating student research projects, designing and teaching laboratory classes.

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- 2006 A Report on Prehistoric Ceramics for an ARPA Investigation at the Henhouse Rockshelter, Site No.CA-RIV-0958. Submitted to Todd Swain, Special Agent, National Park Service.
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- 2006 Results of Historic Building Condition Assessments for the Nine Mile Ranch AZ CC:15:91 (ASM) in the Dos Cabezas Mountains, Cochise County, Arizona Submitted to the Safford Field Office, BLM and Arizona State Museum.

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- 2005 A Report on Three Complete Ceramic Vessels from Joshua Tree National Park. Submitted to the National Park Service, US Department of the Interior.
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- Seymour, G.R., and A. Rager
- 2005 Redefining the Definition of Pyramid Gray, a Lower Colorado Buff Ware Ceramic. In Nevada Archaeologist 20:13-21, Nevada Archaeological Association.
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- 2005 Rustler Rockshelter - The 1992 Excavations at Rustler Rockshelter (CA-SBR-288), Eastern Mojave Desert, California. San Bernardino County Museum Quarterly 52(4).
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- Seymour, G.R.
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- Seymour, G.R., and C. Warren
- 2004 Joshua Tree National Park: Where did those Sherds Come from? Proceedings of the Society of California Archaeology 17:57-64.
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- 1994 An Archaeological Resource Inventory of 3,170 Acres in the Las Vegas Valley for the American Land Conservancy, Clark County, Nevada. SWCA Report No. 94-86. SWCA Environmental Consultants, Tucson, Arizona. BLM Report No. 5-2267. Submitted to American Land Conservancy, California; BLM, Las Vegas Field Office, Nevada; and Nevada Environmental Consultants, Inc., Las Vegas, Nevada.
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- 1991 A Cultural Resource Survey of Approximately 210 Acres For A Proposed Land Exchange Near Show Low Lake, Apache-Sitgreaves National Forest, Arizona. SWCA Environmental Consultants, Tucson, Arizona. SWCA Report No. 91-67. On file at Apache-Sitgreaves National Forest, Springerville.
- Seymour, G.R., M. C. Slaughter, W. C. Deaver, and R. Ahlstrom
- 1991 The Bartlett Dam Project: Archaeological Test Excavations at Thirteen Sites in the Lower Verde Valley, Maricopa County, Arizona. SWCA Environmental Consultants, Tucson, Arizona. On file at Bureau of Reclamation, Phoenix.
- Greenwald, D. H, D. A. Gregory, K. C. Anderson, F. L. Nials, G. Huckelberry, J. B. Howard, D. R. Willcox, M. C. Chenault, G.R. Seymour, D. J. Seymour, M. B. Saul, and M. H. Bartlett
- 1991 Early Desert Farming and Irrigation Settlements: Archaeological Investigations in the City of Phoenix, Sky Harbor. SWCA Environmental Consultants, Flagstaff, Arizona.
- Euler, R. C, R.T. Euler and G.R. Seymour
- 1990 Archaeological Test Excavations at Site AZ N:3:12 (ASM) East of Chino Valley, Arizona. SWCA Environmental Consultants, Tucson, Arizona. On file at the BLM, Phoenix Field Office, Arizona.
- Seymour, G.R., and Euler, R. T
- 1990 An Archaeological Survey within the Sanchez Copper Project Area, Graham County, Arizona. SWCA Environmental Consultants, Tucson, Arizona. On file at the BLM, Safford Field Office, Arizona.
- 1990 An Archaeological Survey of 400 Acres of State Owned Land Near Kelvin, Pinal County, Arizona. SWCA Environmental Consultants, Tucson, Arizona. On file at the Arizona State Lands Department, Phoenix.
- 1990 The Elder Gulch Project: Archaeological Test Excavations at Ten Sites Near Kelvin, Pinal County, Arizona. SWCA Environmental Consultants, Tucson, Arizona.

- 1989 The Archaeological Survey of 3,095 acres of State and Privately Owned Lands Near Green Valley, Pima County, Arizona. SWCA Environmental Consultants, Tucson, Arizona. On file at the United States Army Corp of Engineers, Los Angeles.
- Seymour, G.R.
- 1990 A Reconstruction Plan for the Bonita Creek Stone Cabin, Graham County, Arizona. SWCA Environmental Consultants, Tucson, Arizona. On file at the BLM, Safford Field Office, Arizona.
- 1990 An Archaeological Survey of 1,320 Acres for the Proposed ASARCO Mine Tailings Impoundment Facilities Near Kelvin, Pinal County, Arizona. SWCA Environmental Consultants, Tucson, Arizona. On file at the BLM, Phoenix Field Office, Arizona.
- Greenwald D. H. and G.R. Seymour
- 1988 The Sharp Creek Materials Pit Survey: A Cultural Resources Inventory Survey on Tonto National Forest. SWCA Environmental Consultants, Flagstaff, Arizona. On file at the Tonto National Forest, Phoenix.
- Seymour, G.R.
- 1987 Archaeological Survey for the Dyar Springs Project Area, for the Prescribed Burn, Cuyamaca Rancho State Park. On file at California Department of Parks and Recreation, Southern Region, San Diego, California.
- 1987 Archaeological Survey of Cuyamaca State Park. On file at California Department of Parks and Recreation, Southern Region, San Diego, California.
- 1986 Archaeological Survey for the Middle Peak Prescribed Burn, Cuyamaca Rancho State Park. On file at California Department of Parks and Recreation, Southern Region, San Diego, California.
- 1986 Survey Results for a Proposed Trail Segment, Cuyamaca Rancho State Park. On file at California Department of Parks and Recreation, Southern Region, San Diego, California.
- 1986 An Archaeological Survey for the Proposed Green Valley Prescribed Burn, Cuyamaca Rancho State Park. On file at California Department of Parks and Recreation, Southern Region, San Diego.

PAPERS PRESENTED

- 2006 Archaeology at the Top of Nevada. Geodetic Surveys of 1878-1895. Presented at the Great Basin Anthropological Conference, Las Vegas, Nevada, October 2006.
- 2006 Ten to One: Betting on Pithouses in the Las Vegas Valley. Presented at the Great Basin Anthropological Conference, Las Vegas, Nevada, October 2006. With Heidi Roberts.
- 2006 Counting Sheep: One Family's Story in the Building of Nevada. Presented at the Great Basin Anthropological Conference, Las Vegas, Nevada, October 2006. With Douglass Merkler and Lois Alexander.
- 2006 Coordinator of Reconciling Historic Preservation with the Green Movement. Symposium presented at the Preserve Nevada Conference, Ely Nevada, September 2006.
- 2006 The Springs Preserve Project. Bring Historic Preservation and Sustainability to the Public. Presented at the Preserve Nevada Conference, Ely Nevada, September 2006.

- 2006 Counting Sheep: One Family's Story in the Building of Nevada. Presented at the Nevada Archaeological Association, Mesquite, Nevada. Spring 2006. With Douglass Merkler and Lois Alexander.
- 2006 Prehistoric Ceramic Workshop. UNLV Field Class, Drs. Barbara Roth and Claude Warren. March 25, 2006
- 2005 The Four Ps: Puebloans, Patayan, and Pots. Where are the Paiutes? Presented at the Three Corners Conference, Las Vegas, Nevada. October 15, 2005.
- 2005 From a Lump of Clay: Replicating Prehistoric Pottery in the Moapa Valley. Presented at the Three Corners Conference. Las Vegas, Nevada. October 15, 2005. With Eva Jensen, Nevada Department of Cultural Affairs, Lost City Museum, Overton, Nevada.
- 2005 The Las Vegas Springs, A Crossroads in the Mojave Desert. Presented at the Old Spanish Trail Association National Conference, Las Vegas, Nevada. June 2005. Senior author with Raymond Saumure.
- 2004-2005 Prehistoric Pottery Manufacture and Firing at the Lost City Museum, Overton Nevada. June 2004 and 2005. Instructor.
- 2005 Before Las Vegas, Who Was Here? Presented at the Springs Preserve Cultural History Fair. May 7, 2005.
- 2005 The Springs Preserve: Recent Research and Future Plans. North Las Vegas Kiwanis Club, May 2005.
- 2005 The Springs Preserve: Recent Research and Future Plans. Presented at the Nevada Archaeological Association Meetings, Tonopah, Nevada.
- 2005 Rock Rings and Cleared Circles, Perspectives from Yesterday and Today. Presented at the Society for American Archaeology, Salt Lake City. Spring 2005.
- 2005 The Las Vegas Railroad Cottages, The Beginnings of a Town. Las Vegas Rotary Club. February 2005.
- 2003 Extending the Western Frontier of the Virgin Branch of the Ancestral Puebloans: A Basketmaker III Pithouse in Las Vegas Nevada. Presented at the Society for American Archaeology, Spring 2003. Hal B Rager, Robert P. Hickerson, and Gregory R. Seymour.
- 2003 A Discussion about Current Issues of Lower Colorado Buff Ceramics. For the Arizona Site Stewards, Annual Meeting, Lake Havasu City, Arizona. May 3, 2003.
- 2002 Using Remote Sensing and GIS to Identify Potential Clay Sources for Topoc Buff Ware, Willow Beach, Arizona. Geological Society of America, Denver, Colorado. October 27-30, 2002. With Audrey H. Rager and Hal B. Rager.
- 2002 Prehistoric Settlement and Subsistence Strategies at Springs and Creeks in the Las Vegas Valley. Paper presented at the Spring-Fed Wetlands Conference sponsored by DRI and LVVWD. May 2002. Senior author with Hal B. Rager.
- 2002 Prehistoric Settlement and Subsistence Strategies at Springs and Creeks in the Las Vegas Valley. Paper presented at the Nevada Archaeological Association Meetings. April 2002. Senior author with Hal B. Rager.
- 2002 Refining the Definition of Pyramid Gray, a Lower Colorado Buff Ware Ceramic. Society for American Archaeology, Denver, Colorado. April 2002. Senior author with Audrey H. Rager.
- 2001 History and Prehistory of the Northern Mojave Desert. MacDonald Ranch Senior Community Center. March and May 2001.
- 2001 Tales from the Black Mat: The Prehistory of Burnt Rock Spring Mound in the Northern Mojave Desert. Paper presented at the Society for American Archaeology. April 2001. Senior author with Hal B. Rager.

- 2001 Prehistoric Ceramic Workshop. Paper presented at the Nevada Archaeological Association Meetings. March 9 and 10, 2001.
- 2000 A Characterization of Las Vegas Valley Ceramic Assemblages. Great Basin Anthropological Conference, Logan, Utah. November 2000.
- 1999-2000 History and Prehistory of the Northern Mojave Desert. Presented to Leadership Las Vegas, Nevada. October 1999 and 2000.
- 1999 A Window to the Past. Quarterly lecture series at the Desert Demonstration Gardens, Las Vegas Valley Water District, Nevada.
- 1999 Big Springs Before the Spanish. Presented at the Old Spanish Trail Association National Conference, Las Vegas, Nevada. June 5, 1999.
- 1999 A Cultural Landscape at Big Springs. Presented at the Nevada Archaeological Association Meetings, Reno, Nevada. March 20, 1999.
- 1999 Jobs in Archaeology. A Presentation for Career Day at the University of Nevada, Las Vegas, Nevada. February 24, 1999.
- 1998 Prehistoric Archaeological Resources of Big Springs and the Las Vegas Valley. Presented at the Nevada Archaeological Awareness and Historical Preservation Week, Nevada State Museum, Las Vegas. May 16, 1998.
- 1998 Cultural and Historical Resources of the Big Springs Archaeological District. Presented at the Friends of Big Springs Lecture Series in the Marjorie Barrack Museum, University of Nevada, Las Vegas. December 8, 1997
- 1997 A Discussion of the State of Ceramic Typological Concepts in the Lower Colorado River Deserts. Paper presented at the Palm Desert Inn in Twenty-Nine Palms, California. August 2, 1997.
- 1996 The Sanchez Project: Archaeological Investigations in the Safford Valley, Southeastern Arizona. Paper presented at the Society for American Archaeology Meetings, New Orleans, Louisiana. April 11-14, 1996. Senior author with David P. Doak and Richard V. N. Ahlstrom.
- 1996 Assigning Geographic Origins to Ceramics at RIV-1950. Paper presented at the Society for California Archaeology Annual Meeting, Bakersfield, California. April 3-7, 1996.
- 1993 Prehistoric Agriculture on the Sanchez Copper Project Study Area. Paper presented at the Cochise Chapter of the Arizona Archeological and Historical Society. August 1993.
- 1992 The Civilian Conservation Corps in Graham County. Paper presented at the Dedication of the Back Country Byway Celebration. Spring 1992.
- 1992 Historic Archaeology of Bonita Creek, Arizona. Paper presented at the Cochise Chapter of the Arizona Archeological and Historical Society. May 1992.

AWARDS AND HONORS

- ❖ 1997 Lambda Alpha National Collegiate Honor Society
- ❖ 1997 Graduate Student Association Grant, UNLV
- ❖ 1996 Rocchio Scholarship, College of Liberal Arts, University of Nevada, Las Vegas
- ❖ 1996 Phi Kappa Phi Honors Award
- ❖ 1996 Graduate Student Association Grant, UNLV
- ❖ 1994 Appreciation Award, Safford District BLM Volunteer Program
- ❖ 1979 Grant and Honors, Grossmont College, San Diego, California.

INTER-OFFICE MEMORANDUM

12-6-06

TO:

Beverly Bridges, Acting City Clerk

FROM:

Margo Wheeler, Director
Planning & Development

SUBJECT:

Historic Preservation Commission-
Reappointments

COPIES TO:

Courtney Mooney, Historic Preservation
Officer, Planning & Development
Paula Clark, Senior Office Specialist, Office of
the City Clerk

Commissioner Janet Ruth White's term on the Historic Preservation Commission will expire on March 6, 2007. Terms are four years, with no limit to number of terms. To date, Commissioner White is eligible for reappointment.

Ms. White replaced Richard Segerblom in 2001, so she has served one partial plus one full term. She currently fills a Category 7, Citizens-At-Large, position on the commission.

On February 7, 2007, City Council approved the reappointment of Commissioner Aikens, and held the reappointment of Commissioner White in abeyance until the February 21, 2007 City Council meeting. Commissioner White has expressed a desire to be reappointed. Ms. White's record of meeting attendance is attached to this memo.

On January 9, 2007, Chairman Robert Stoldal, on behalf of the Historic Preservation Commission, submitted a letter to the City Council recommending that Mr. Aikens be reappointed, and that Gregory Seymour be appointed for Category 7, Citizen-At-Large.

Should you need additional information, please contact Courtney Mooney at 229-5260.

MW:cm

Submitted after final review

Date 02-09-07 Item #56

2007 FEB -9 P 4:19

RECEIVED
CITY CLERK

**Commissioner J. White's Attendance Record
Since Appointed in March 2001**

3/28/2001	??	No record of attendance during these months, but no record of "excused" or "unexcused," either. Janet was appointed in March '01 to replace Tick Segerblom, who left in March '01. Janet is not mentioned in the minutes, or listed as a commissioner until July '01. These absences are counted as "excused."
4/25/2001	??	
5/23/2001	??	
6/27/2001	??	
7/25/2001	excused	
8/22/2001	present	
9/26/2001	present	
10/24/2001	excused	
11/28/2001	present	
1/23/2002	present	
2/27/2002	present	
One year anniversary	6 excused	
3/27/2002	present	
4/24/2002	present	
5/22/2002	excused	
6/26/2002	excused	
7/24/2002	absent	
8/28/2002	present	
9/25/2002	excused	
10/23/2002	present	
11/20/2002	present	
12/18/2002	absent	
	meeting cancelled due to lack of quorum	
1/22/2003		
2/26/2003	present	
Two year anniversary	3 excused, 2 unexcused	
3/26/2003	meeting cancelled due to lack of quorum	
4/23/2003	excused	
5/28/2003	present	
6/25/2003	excused	
7/23/2003	excused	
8/27/2003	present	

9/24/2003	excused
10/22/2003	present
11/19/2003	present
1/28/2004	present
2/25/2004	present
Three year anniversary	4 excused absences
3/24/2004	excused
4/28/2004	present
5/26/2004	excused
6/23/2004	present
6/30/2004	present
7/28/2004	present
8/25/2004	present
9/22/2004	present
10/27/2004	excused
12/8/2004	present
1/26/2005	present
2/23/2005	present
Four year anniversary	3 excused absences
3/23/2005	excused
4/27/2005	present
5/25/2005	excused
6/22/2005	excused
7/27/2005	present
8/24/2005	present
9/28/2005	present
10/26/2005	present
11/30/2005	present
1/25/2006	excused
2/22/2006	meeting cancelled
Five year anniversary	4 excused absences
3/22/2006	excused
4/26/2006	excused
5/24/06	excused
6/28/2006	excused
7/26/2006	present

8/23/2006	absent
9/27/2006	present
10/25/2006	absent
12/06/2006	excused
1/24/2007	present
2/28/2007	?

Total absences as of 1/24/07	21 excused absences, 4 unexcused absences A total of 45% missed
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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2007-6 - Levies Assessment for Special Improvement District No. 1506 – Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$1,970,000

Funding Source: Capital Projects Fund - Special Assessments

Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:

Construction of pedestrian enhancements which include sidewalk bulb-outs, mid-block pedestrian crossings with landscaping and decorative and directional signage, gateway arches, removal and installation of new curb, gutter, sidewalk, streetlights, and related traffic signalization and drainage improvements.

RECOMMENDATION:

ADOPTION at 2/21/2007 City Council meeting pursuant to the 2/20/2007 Recommending Committee.

First Reading – 2/7/2007; First Publication – 2/10/2007

BACKUP DOCUMENTATION:

Bill No. 2007-6

Motion made by LOIS TARKANIAN to Approve

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-GARY REESE)

Minutes:

Second Reading and bill adopted as recommended as Ordinance No. 5892. Clerk to proceed with second publication.

CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

TOM McGOWAN, Las Vegas resident, stated that the medallions are a very important part of this project, and they are very expensive, yet 14 of the total 18 medallions have no direct bearing to the area. He also suggested names of persons that had more involvement in the area be included.

ANTHONY HODGES, 123 Sir David Way, asked if the improvements would require the closure of Fremont Street to traffic. SCOTT ADAMS, Director of the Office of Business Development, indicated that the street would be narrowed due to the widening of the sidewalks for better pedestrian movement, but only closed for event functions.



BILL NO. 2007-6

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1506 – FREMONT STREET PEDESTRIAN IMPROVEMENTS (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and "City," respectively) in the County of Clark and State of Nevada (the "State"), has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1506 – Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) (the "District"), for the purpose of acquiring and improving local improvements (the "Project") and has provided that a portion of the entire cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of Nevada Revised Statutes ("NRS") Chapter 271; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council has heretofore determined, and does hereby declare, that the net cost of the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$5,506,280, of which \$3,536,280 is available from other sources and \$1,970,000 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, the City Council, by resolution heretofore adopted, directed the City Engineer of the City (the "City Engineer") to make out a final assessment roll for the District; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer (with the assistance of the City Engineer Division) made out a final assessment roll for the District containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, January 17, 2007, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer (with the assistance of City Engineer Division) has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, January 17, 2007, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll for the District to be filed in the records of the office of the City Clerk on December 20, 2006. The City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1506 Assessment Protest Resolution; and

WHEREAS, by the District No. 1506 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Project, in part, with funds derived from the levy of assessments, and the City will pay one-half or more of the costs of the Project with monies derived from other than the levy of special assessment, and that the exception provided by NRS 271.306(2) (a) does exist with respect to the Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1506 Levy Ordinance" (the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District and the Project is without sufficient merit and the same be, and hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1506 Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for those purposes, the

determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on December 20, 2006, and as modified and confirmed by the District No. 1506 Assessment Protest Resolution duly adopted by the City Council on February 7, 2007.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand, provided that all or any part of such assessments may, at the election of the owner, be paid in installments, with interest, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments, the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in forty (40) substantially equal semiannual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of this Ordinance, both principal and interest on such assessments being payable semiannually at the office of the City Treasurer on April 1 and October 1 in each year, commencing on October 1, 2007. After the effective date of this Ordinance, the City Director of Finance and Business Services shall provide the rate of interest on unpaid installments of assessments, which will not exceed the maximum rate of interest permitted under the statutes of the State. If assessment bonds are issued, such rate will not exceed by more than 1% of the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than 3% the "Index of Twenty Bonds," which shall have been most recently published before the time bids for the bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate shall not exceed 9%. Failure to pay any installment, whether

of principal or interest, when due, shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City. The exercise of said option to be indicated by the commencement of foreclosure proceedings by the City. The whole amount of the unpaid principal and accrued interest shall, after such delinquency, whether or not said option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, with interest thereon, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may at any time (at the option of such owner) pay the whole or any semiannual installment of the unpaid principal with interest accruing thereon to the next interest payment date, together with the payment of a penalty for such prepayment of three percent (3%) of the principal of the installments so prepaid. If such prepayment takes place after March 27, 2007, but before the rate of interest on deferred installments of assessments is fixed by the City Director of Finance and Business Services, such interest accruing thereon to the next interest payment date shall be calculated at seven and 25/100 percent (7.25%) per annum (i.e., the presumed rate of interest on the assessment bonds for the District plus one percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely

manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. February 25, 2007) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at

the direction of the City Council, from collecting any assessment by suit in the name of the City Council. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor. If a foreclosure is not promptly filed and prosecuted, then any bondholder may file and prosecute said foreclosure action in the name of the City. Any bondholder may also proceed against the City to protect and enforce the rights of the bondholders under this Ordinance by suit, action or special proceedings in equity or at law, either for the appointment of a receiver or for the specific performance of any provision contained herein or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as such bondholder or bondholders may deem most effective to protect and enforce the rights aforesaid. All such proceedings, at law or in equity, shall be instituted, had and maintained for the equal benefit of all owners of the bonds then outstanding. The failure of the bondholders to foreclose such delinquent assessments or to proceed against the City shall not relieve the City or any of its officers, agents or employees of any liability for its failure to foreclose such delinquent assessments.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll for the District containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the Clark County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days

shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS
FOR IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL
IMPROVEMENT DISTRICT NO. 1506 - FREMONT STREET
PEDESTRIAN IMPROVEMENTS (LAS VEGAS BOULEVARD TO 8TH
STREET).

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1506 Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on February 21, 2007. The Levy Ordinance levied and assessed a portion of the cost and expense of such improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1506 - Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the Levy Ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, on or before March 27, 2007, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, with interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in forty (40) substantially equal semi-annual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from February 25, 2007 (i.e., the effective date of the Levy Ordinance) both principal and interest being payable semi-annually at the office of the City Treasurer, Las Vegas, Nevada, on April 1 and October 1 in each year, commencing on October 1, 2007. After the effective date of the Levy Ordinance, the City Director of Finance and Business Services shall provide the rate of interest on unpaid installments of assessments, which will not exceed the maximum rate of interest permitted under the statutes of the State. If assessment bonds are issued, such rate will not exceed by more than 1% of the highest rate of interest on the assessment bonds for the

District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than 3% the "Index of Twenty Bonds," which shall have been most recently published before the time bids for the bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate shall not exceed 9%. Failure to pay any assessment installment, whether principal or interest, when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal and accrued interest will, after such delinquency, whether or not the City's option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of payment, with the interest thereon and all penalties accrued, and will thereupon be restored the right, thereafter, to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any semi-annual installment of the unpaid principal with interest accruing thereon to the next interest payment date, together with the payment of a penalty for such prepayment of three percent (3%) of the principal of the installments so prepaid. If such prepayment takes place after March 27, 2007, but before the rate of interest on deferred installments of assessments is fixed by the City Director of Finance and Business Services, such interest accruing thereon to the next interest payment date shall be calculated at seven and 25/100 percent (7.25%) per annum (i.e., the presumed rate of interest on the assessment bonds for the District plus one percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the

term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 of the Levy Ordinance.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from February 25, 2007 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this February 21, 2007.

BARBARA JO RONEMUS, City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. In accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before February 21, 2007, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1506 – FREMONT STREET PEDESTRIAN IMPROVEMENTS (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 7th day of February, 2007, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 21st day of February, 2007.

/s/ Barbara Jo Ronemus
City Clerk

(End of Form)

Section 15. This Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1506 – FREMONT STREET PEDESTRIAN IMPROVEMENTS (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on February 7, 2007, and was passed at a regular meeting held on February 21, 2007, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lawrence Weekly
Steve Wolfson
Lois Tarkanian
Steven D. Ross

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after February 25, 2007, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This _____ day of _____, 2007.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BARBARA JO RONEMUS
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

INTRODUCED FEBRUARY 7, 2007, PASSED, ADOPTED AND APPROVED
FEBRUARY 21, 2007.

OSCAR B. GOODMAN, Mayor

Attest:

BARBARA JO RONEUMUS, City Clerk

Approved as to Form:

23 JAN 07 *W F Henry*
Date Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen, qualified City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on February 7, 2007 and finally adopted and approved on February 21, 2007.

2. The following members of the City Council were present at the February 7, 2007 meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Larry Brown
	Lawrence Weekly
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross

3. The foregoing Ordinance was first proposed and read by title to the City Council on February 7, 2007, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on February 21, 2007, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the February 21, 2007 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Larry Brown
	Lawrence Weekly
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross

Those Voting Nay:	_____
Those Absent:	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on February 7, 2007 and February 21, 2007. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada
- (ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada
- (vi) The City of Las Vegas website

and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on February 7, 2007, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on February 21, 2007, is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

8. Upon request, the City Council provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this February 21, 2007.

BARBARA JO RONEUMUS, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of February 7, 2007 Meeting)

EXHIBIT B
(Attach Copy of Notice of February 21, 2007 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2007-5 – Allows the use “accessory massage” as an accessory use in certain zoning districts. Sponsored by: Councilman Larry Brown

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

It has been determined that current zoning regulations do not provide sufficient distinction between establishments that provide massage therapy as a principal use and those that do so on an ancillary or accessory basis. This bill will create the use “accessory massage” and set forth the circumstances under which it will be permitted as an accessory use.

RECOMMENDATION:

ADOPTION at 3/7/2007 City Council meeting pursuant to the 2/20/2007 Recommending Committee.

First Reading – 2/7/2007; First Publication – 2/23/2007

BACKUP DOCUMENTATION:

Bill No. 2007-5

Minutes:

Recommendation noted.

3/7/2007 Council Agenda

SECTION 2: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to provide that the use "Accessory Massage" is permitted as an accessory use in the P-R, N-S, O, C-D, C-1, C-2, C-M and M Zoning Districts. In order to reflect the amendment, the Retail and Personal Services" element of the Land Use Tables is amended to add thereto a new row for the use, reading as follows:

USE	RESIDENTIAL												COMMERCIAL					INDUSTRIAL			
Massage, Accessory	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
													A	A	A	A	A	A	A	A	A
	Description: The performing of massage therapy or therapeutic massage that: 1. Is accessory to a principal permitted use that is one of the following: a. A medical office or physical rehabilitation clinic; b. A fitness and health center; c. A country club or golf course clubhouse; d. A hotel with more than one hundred rooms; or e. A facility similar in nature to any of the facilities listed above; 2. Does not occupy more than 150 square feet of space; and 3. Is not advertised on any exterior signage.																				
On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.																					

SECTION 3: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the use "Massage Establishment" to read as follows:

"Massage Establishment" means a facility which is occupied and used for the purpose of practicing massage therapy as defined in LVMC Chapter 6.52. The term does not include the use "accessory massage," as defined in this Title.

SECTION 4: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding, at the appropriate place, a new definition for the term "Accessory Massage," to be listed for alphabetical purposes as "Massage, Accessory," reading as follows:

"Massage, Accessory" means the performing of massage therapy or therapeutic massage that:

- (1) Is accessory to a principal permitted use that is one of the following:
 - (a) A medical office or physical rehabilitation clinic;

- (b) A fitness and health center;
- (c) A country club or golf course clubhouse;
- (d) A hotel with more than one hundred rooms; or
- (e) A facility similar in nature to any of the facilities listed above;
- (2) Does not occupy more than one hundred fifty square feet of space; and
- (3) Is not advertised on any exterior signage.

SECTION 5: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2007.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Val Steed 1-23-07
Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2007, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11

12

APPROVED:

13

14

By _____
OSCAR B. GOODMAN, Mayor

15

16

ATTEST:

17

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BARBARA JO RONEMUS, City Clerk

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐ Consent ☒ Discussion**SUBJECT:**

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2007-7 – Amends solid waste and recycling regulations by updating service charges, adding charges for overflow collections, eliminating charges for discontinuing service, deregulating charges for competitive-service areas, increasing frequency-of-service options, authorizing pilot programs for recycling, adding customer service standards, revising late-payment charges, adding minimum container requirements, and facilitating recycling by materials recovery facilities. Proposed by: Mark R. Vincent, Director of Finance and Business Services

Fiscal Impact**No Impact****Augmentation Required****Budget Funds Available****Amount:****Funding Source:****Dept./Division:****PURPOSE/BACKGROUND:**

This bill will make the City's regulations consistent with State law, Health District regulations, and the Clark County and Henderson Codes. This bill will: (1) update, but not increase, basic service charges; (2) increase frequency-of-service options for businesses; (3) establish minimum container requirements for non-residential customers; (4) add overflow charges for collecting overflowing waste; (5) eliminate discontinuation-of-service charges; (6) deregulate rates for categories of waste for which competitive markets exist (e.g., construction or demolition waste); (7) facilitate recycling of construction or demolition waste, and authorize other pilot programs to increase recycling; (8) revise late-payment charges for residential customers; and (9) add customer service requirements.

RECOMMENDATION:

ADOPTION at 3/7/2007 City Council meeting pursuant to the 2/20/2007 Recommending Committee.

First Reading – 2/7/2007; First Publication – 2/23/2007

BACKUP DOCUMENTATION:

1. Bill No. 2007-7
2. Business Impact Statement

CITY COUNCIL MEETING OF: FEBRUARY 21, 2007

Minutes:

Recommendation noted.

3/7/2007 Council Agenda



BILL NO. 2007-7

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY'S REGULATIONS CONCERNING THE COLLECTION, TRANSPORTATION, DEPOSIT AND DISPOSAL OF SOLID WASTE AND RECYCLABLES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Mark R. Vincent, Director
Department of Finance and Business Services

Summary: Amends solid waste and recycling regulations by updating service charges, adding charges for overflow collections, eliminating charges for discontinuing service, deregulating charges for competitive-service areas, increasing frequency-of-service options, authorizing pilot programs for recycling, adding customer service standards, revising late-payment charges, adding minimum container requirements, and facilitating recycling by materials recovery facilities.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1: Title 9, Chapter 8, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.08.020: In the construction of this Chapter, the following definitions shall apply, unless the context clearly requires otherwise:

"Cash receipts" means all receipts derived from the collection of solid waste and curbside recyclables collection services and includes, by way of illustration and not limitation, all cash, credits, property or other consideration of any kind derived directly or indirectly by a franchisee (or any of its authorized agents or affiliates) for the collection, transportation and disposal of solid waste, including all revenue received from residential service (including any charges attributable to curbside recyclables collection services), commercial and industrial service, medical-waste service, sewage-waste service, container rentals, packaging, shipping and late fees, but excluding the following revenues from:

(A) The sale of recyclables.

(B) Any taxes on services furnished by a franchisee that are imposed by other governmental entities, that are passed through to and collected from the franchisee's customers, and that are separately itemized on customers' bills.

"Commercial recycler" means any licensed entity, including a licensed franchisee, that is in

1 the business of purchasing, accepting donations of, collecting, storing, transporting or processing
2 source-separated recyclables.

3 "Commingled recyclables" means recyclables that have been abandoned or discarded and that
4 are mixed with solid waste other than residual solid waste.

5 "Compacted solid waste" means solid waste reduced by mechanical equipment, in volume[,]
6 but not weight, by [two-thirds or more by mechanical equipment.] a minimum ratio of three to one.

7 "Construction or demolition waste" means solid waste resulting from the construction or
8 demolition of buildings and other structures, including but not limited to wood, plaster, metals,
9 asphaltic substances, bricks, block and concrete, and landscaping, native vegetation, excavation dirt,
10 rock, stone and gravel. The term "construction or demolition waste" does not include uncontaminated
11 soil, rock, stone, gravel, unused brick and block and concrete if they are separated from other
12 construction or demolition waste and are to be used as clean fill.

13 "CPI-U" means the Consumer Price Index, All Urban Consumers for All Items, U.S. City
14 Average (1982-84=100), as published by the Bureau of Labor Statistics, U.S. Department of Labor.

15 "Curbside recyclables collection" means a collection program operated by a solid waste
16 franchisee in which source-separated recyclables are collected from residential customers on a
17 regularly scheduled basis as a part of the franchisee's solid waste business.

18 "Dead animals" means all dead animals or parts thereof (including condemned meats) that are
19 not intended to be used as food for man or animal.

20 "Dirt" means loose earth, ashes and manure, but exclusive of sand and gravel that is to be used
21 in construction work.

22 "Drop-off center" means a collection site where source-separated recyclables may be taken by
23 persons and deposited into designated containers.

24 "Duplex" means a building or dwelling containing residential dwelling units for two separate
25 families or occupants, each receiving individual solid waste curbside collection.

26 "Franchise agreement" means an agreement between the City and a third party by which such
27 third party is authorized to collect, transport and dispose of solid waste and perform curbside
28 recyclables collection services in the City.

1 “Franchise fee” means the fee required by a franchise agreement based upon a percentage of
2 a franchisee’s cash receipts derived from the collection, transportation and disposal of solid waste and
3 curbside recyclables collection services in the City.

4 “Franchisee” means any person who has contracted with the City for collection, transportation
5 and disposal of solid waste and the performance of curbside recyclables collection.

6 “Garbage” means putrescible animal and vegetable wastes, other than source-separated
7 recyclables, that result from the handling, storage, sale, preparation, cooking and serving of food, and
8 that have been discarded or abandoned.

9 “Hazardous waste” means any waste or combination of wastes, including solids, semisolids,
10 liquids or contained gases which:

11 (A) Because of its quantity or concentration or its physical, chemical or infectious
12 characteristics may:

13 (1) Cause or significantly contribute to an increase in mortality or serious
14 irreversible or incapacitating illness; or

15 (2) Pose a substantial hazard or potential hazard to human health, public
16 safety or the environment when it is given improper treatment, storage, transportation, disposal or
17 other management;

18 (B) Is identified as hazardous waste by the Nevada Department of Conservation and
19 Natural Resources as a result of studies undertaken for the purpose of identifying hazardous wastes;
20 and

21 (C) Includes, among other wastes, toxins, corrosives, flammable materials, irritants,
22 strong sensitizers and materials which generate pressure by decomposition, heat or otherwise.

23 “Materials recovery facility” means a facility that provides for the extraction from construction
24 or demolition waste of those recyclable materials that may be found in construction or demolition
25 waste. The term does not include:

26 (A) A facility that receives only source-separated recyclables;

27 (B) A facility for the recovery of used motor vehicle parts;

28 (C) A facility that receives, processes or stores only concrete, masonry waste.

1 asphalt pavement, brick, uncontaminated soil, or stone for the recovery of recyclables; and

2 (D) A facility that recovers less than twenty-five percent by weight of recyclables
3 from the solid waste received.

4 "Medical waste" means items, other than a culture or stock of an infectious substance, that
5 contain an infectious substance and are generated in:

6 (A) The diagnosis, treatment or immunization of human beings or animals;

7 (B) Research pertaining to the diagnosis, treatment or immunization of human
8 beings or animals; or

9 (C) The production or testing of biological products.

10 The term "medical waste" does not include the following if the items as packaged do not contain any
11 material otherwise subject to the requirements of 49 CFR Part 173, App. G, as amended:

12 (1) Biological products;

13 (2) Diagnostic specimens;

14 (3) Laundry or medical equipment that conforms to 29 CFR 1910.1030 of
15 the regulations of the Occupational Safety and Health Administration of the United States Department
16 of Labor;

17 (4) A material, including waste, that previously contained an infectious
18 substance and has been treated by steam sterilization, chemical disinfection or other appropriate
19 method, so that it no longer poses the hazard of an infectious substance;

20 (5) Any waste material, including garbage, trash and sanitary waste in septic
21 tanks, derived from households, including but not limited to single and multiple residences, hotels and
22 motels;

23 (6) Corpses, remains and anatomical parts that are intended for ceremonial
24 interment or cremations; or

25 (7) Animal waste generated in animal husbandry or food production.

26 "Motel" means a building or group of buildings whose main function is to provide temporary
27 lodging and which does not offer conference rooms, restaurants or similar amenities to its customers
28 in addition to sleeping quarters.

1 “Multiple dwellings” means [apartments and any other collection of two or more residences]
2 any premises on which there are three or more separate residential dwelling units which are grouped
3 together under the management of one person and which do not require separate individual collection
4 of solid waste.

5 “Non-residential customer” means any solid waste disposal service customer of a franchisee
6 except for customers at single-family residences, duplexes or mobile home parks who receive
7 individual curbside collection of solid waste and who do not share containers with other residents.

8 “Overflow” or “overflowing solid waste” means solid waste of non-residential customers that
9 is deposited on the ground outside of a solid waste container (except for any items bundled in
10 accordance with Section 9.08.100(E)), or excess solid waste that has been piled onto a solid waste
11 container that is already full to such an extent that the excess solid waste will spill onto the ground in
12 the emptying process, requiring more than minimal manual cleanup of solid waste from the ground.

13 “Place of business” means any place of business in the City, other than multiple dwellings, to
14 conduct or carry on principally or exclusively any pursuit or occupation for the purpose of gaining a
15 livelihood.

16 “Premises” means [land together with all] a nonresidential or residential lot, including any
17 buildings, improvements, and personal property located thereon.

18 “Public building” means office buildings, clubs, churches, schools, hospitals or other places
19 of similar character.

20 “Putrescible” means capable of being decomposed by microorganisms with sufficient rapidity
21 as to cause nuisances from odors or gases.

22 “Recyclables” or “recyclable materials” has the same meaning as “recyclable material,” as that
23 term is defined in the [Clark County] Southern Nevada Health District’s Regulations Governing
24 Recycling Centers, as amended.

25 “Recycling center” has the same meaning as “recycling center,” as that term is defined in the
26 [Clark County] Southern Nevada Health District’s Regulations Governing Recycling Centers, as
27 amended.

28 “Refuse” means those discarded materials that have no useful physical, chemical or biological

1 properties after serving their original purpose and that cannot be reused or recycled for the same or
2 other purposes.

3 "Residual solid waste" has the same meaning as "residual solid waste," as that term is defined
4 in the [Clark County] Southern Nevada Health District's Regulations Governing Recycling Centers,
5 as amended.

6 "Rubbish" means nonputrescible wastes, other than source-separated recyclables, that have
7 been discarded or abandoned such as paper, cardboard, automobiles, cans, wood, glass, bedding,
8 crockery and similar materials.

9 "Sewage waste" means any solid or semi-solid waste, including biosolids, sludge, screenings
10 and grit, generated from the operation of the City's water pollution control facility.

11 "Single-family residence" means a building or dwelling [wherein not more than one family
12 resides or dwells, and where no business of any kind is conducted,] designed or used for single-family
13 residential occupancy and where no business is conducted (other than a licensed home occupation
14 business), and includes a mobile home, apartment and other unit in a multiple dwelling which receives
15 individual and heavy and bulky item collection.

16 "Solid waste" means all putrescible and nonputrescible materials in solid or semisolid form
17 that have been discarded or abandoned by their owner, including garbage, rubbish, junk vehicles and
18 parts, ashes or incinerator residue, street refuse, dead animals, construction or demolition waste,
19 commercial or industrial waste, medical waste, sewage waste, commingled recyclables and other
20 refuse. The term "solid waste" does not include any of the following:

21 (A) Hazardous waste managed pursuant to NRS 459.400 through 459.600,
22 inclusive.

23 (B) Source-separated recyclables.

24 "Source-separated recyclables" means recyclables that have been separated from the solid
25 waste stream at the source for recycling purposes and that are not mixed with solid waste other than
26 residual solid waste.

27 "Unforeseen economic circumstance" means:

28 (A) A percentage change in the CPI-U for a given [calendar year ending in

December] 12-month period that is greater than ten percent or below zero (a decrease);

(B) An adverse economic occurrence beyond a franchisee's reasonable control; or

(C) [An action by a governmental jurisdiction; or

(D)] A finding by the City Council that there have been economic occurrences during that period that have caused specific additional economic costs for a franchisee which are not reflected in changes to the CPI-U during that same period.

SECTION 2: Title 9, Chapter 8, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.08.030: Any person collecting, transporting, processing or disposing of solid waste, hazardous waste or recyclables shall do so subject to the ordinances, rules and regulations of the City, the [Clark County] Southern Nevada Health District, the State of Nevada and the Federal Government.

SECTION 3: Title 9, Chapter 8, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.08.040: (A) It is unlawful for any person to:

[(A)] (1) Throw or deposit, or cause to be thrown or deposited, in any street, alley, gutter or highway within the City, any solid waste, hazardous waste or recyclables.

[(B)] (2) Throw or deposit, or cause to be thrown or deposited, any solid waste, hazardous waste or recyclables upon the private or public property or premises or into the [receptacles] container of another person within the City, except [for the depositing of source-separated recyclables at drop-off centers.] as may be provided for in this Chapter.

[(C)] (3) Place, deposit or accumulate, or cause to be placed, deposited or accumulated, any solid waste, hazardous waste or recyclables in such a manner, or permit the same to remain on his or her premises in such condition so that the same may be blown or carried over to public or other private property by any means whatsoever.

[(D)] (4) Throw or deposit or cause to be thrown or deposited any solid waste, hazardous waste or recyclables in any areas of the City not designated, authorized or licensed by the City for deposit of these materials.

(B) There is hereby created a rebuttable presumption that the disposal of solid

1 waste, hazardous waste or recyclables in violation of this Section was done by the owner of such
2 items.

3 SECTION 4: Title 9, Chapter 8, Section 50, of the Municipal Code of the City of Las
4 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

5 **9.08.050:** It is unlawful for any person, for the purpose of disposal of solid waste, hazardous
6 waste or recyclables by burning, to kindle or maintain any bonfire, or knowingly to furnish the
7 materials for any such fire, or to authorize any such fire to be kindled or maintained in any solid waste,
8 hazardous waste or recyclables [receptacle,] container, or on any street, alley, road, land or other
9 public grounds or upon any private property, within the City, unless a written permit to do so shall first
10 have been secured from the Department of Fire and Rescue; provided, however, that solid waste and
11 infectious waste may be burned in an incinerator duly approved by the Department of Fire and Rescue
12 and the Department of Building and Safety.

13 SECTION 5: Title 9, Chapter 8, Section 60, of the Municipal Code of the City of Las
14 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

15 **9.08.060:** Except in case of an emergency declared by the City Manager under Section 9.08.070,
16 it is unlawful for any person, other than the City, a franchisee or their duly appointed agents to collect
17 or transport any solid waste, or provide curbside recyclables collection service; provided, however,
18 that:

19 (A) Construction or demolition waste may be removed by any duly licensed
20 construction cleanup or demolition contractor and transported to a transfer station[or a], disposal site
21 or materials recovery facility operated in accordance with all applicable laws, rules and regulations.

22 (B) A duly licensed construction cleanup or demolition contractor, or a duly
23 licensed materials recovery facility may, after separating out recyclables, transport the solid waste
24 residue from an authorized materials recovery facility to a transfer station or disposal site operated in
25 accordance with all applicable laws, rules and regulations.

26 [(B)] (C) Any duly licensed and permitted septic tank or grease trap pumpers, lawn
27 maintenance services and tree trimmers may transport those materials accumulated in or generated by
28 the performance of licensed services to a transfer station or a disposal site operated in accordance with

1 all applicable laws, rules and regulations.

2 [(C)] (D) Any person may transport his or her own solid waste to a transfer station or a
3 disposal site operated in accordance with all applicable laws, rules and regulations.

4 [(D)] (E) Any person may transport his or her own source-separated recyclables to
5 recycling centers or drop-off centers.

6 [(E)] (F) Any duly licensed commercial recycler may transport source-separated
7 recyclables in the legitimate course of business.

8 [(F)] (G) A charitable organization qualified as such under the Federal Internal Revenue
9 Code may collect source-separated recyclables from [single-family residences, places of business,
10 multiple dwellings and public buildings] any premises at the express request of the owner, tenant or
11 occupant and may transport those recyclables to drop-off centers or recycling centers.

12 SECTION 6: Title 9, Chapter 8, Section 80, of the Municipal Code of the City of Las
13 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14 **9.08.080:** (A) It is unlawful for any person other than the owner, the City or a franchisee, or
15 their duly appointed agents, to interfere in any manner with any [receptacles] container containing
16 solid waste or recyclables or to remove any such [receptacle] container from the location where placed
17 for [pickup] collection by the owner, the City or a franchisee.

18 (B) It is unlawful for any person, other than the operator of a drop-off center or his
19 or her duly appointed agent, to interfere with or remove any recyclables from a drop-off center.

20 SECTION 7: Title 9, Chapter 8, Section 90, of the Municipal Code of the City of Las
21 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

22 **9.08.090:** It is unlawful to use any cart or vehicle for the transportation or removal of solid waste
23 or recyclables unless such cart or vehicle is appropriately constructed and covered, within industry
24 standards and in accordance with NRS Chapter 484, to prevent or minimize odors from or leakage,
25 sifting, spilling, drifting or blowing of such solid waste or recyclables in or upon the streets through
26 which such cart or vehicle may be driven.

27 SECTION 8: Title 9, Chapter 8, Section 100, of the Municipal Code of the City of
28 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1 **9.08.100:** (A) Every person owning or managing any [place of business, public building,
2 multiple dwelling or single-family residence,] premises, except as otherwise provided in Subsection
3 (E) of this Section, shall provide [a receptacle] one or more containers sufficient for the depositing of
4 all solid waste from the premises. A solid waste franchisee may rent solid waste [receptacles]
5 containers to its customers pursuant to the rates specified in this Chapter, but the responsibility for
6 placement of such rented [receptacles] containers remains with the person owning or managing the
7 [place of business, public building, multiple dwelling or single-family residence.] premises.

8 (B) A franchisee shall provide to its curbside recyclables collection customers, upon
9 request and at no additional cost to such customers, appropriate [receptacles] containers for the storage
10 and collection of recyclables.

11 (C) On any single-family or duplex residential [lot,] premises, it is unlawful to
12 place, keep, store or locate any solid waste or recyclables [receptacle] container within the
13 right-of-way of a street, sidewalk or alley, or within any front yard as defined in the zoning regulations
14 of the City; provided, however, that such [receptacles] containers may be placed within such area,
15 except for traffic lanes, for the purpose of the collection of solid waste and recyclables [from midnight
16 to midnight on the day designated for the pickup thereof and for a period not to exceed ten hours prior
17 to midnight of the day of pickup.] no earlier than two p.m. on the day prior to the designated collection
18 day, and that such containers must be removed from the right-of-way no later than midnight of the
19 collection day.

20 (D) On any [multi-family,] multiple dwellings, commercial or industrial [lot,]
21 premises, it is unlawful to place, keep, store or locate any [dumpster or other] solid waste or
22 recyclables [receptacle] container within the right-of-way of a street, sidewalk or alley. [Dumpsters]
23 Containers shall be stored within an enclosure if an enclosure was required in connection with
24 development approval or is otherwise provided on the [lot.] premises. The construction of [dumpster]
25 container enclosures is encouraged, if such construction was not required in accordance with a
26 development approval. To the extent reasonably possible, development plans and approvals
27 concerning the construction of [dumpster] container enclosures shall be coordinated with the solid
28 waste franchisee.

1 (E) Places of business whose rubbish consists principally of boxes, cartons and
2 other items of such bulk that the placing of the same in a [receptacle] container would be
3 impracticable may provide for such [rubbish] solid waste to be piled on the premises of such place of
4 business adjacent to a street or alley, provided such boxes or cartons shall be flattened and tied in
5 bundles. The monthly rate to be charged such places of business for collecting, transporting and
6 disposing of such rubbish shall be computed in accordance with the rates set forth in Section 9.08.160
7 and based upon the bulk of such piles.

8 (F) A franchisee shall not be required to pick up solid waste or recyclables from
9 any location that the franchisee, subject to the City's approval, determines is not safe to access with
10 its disposal vehicles due to space limitations restricting vehicle access or maneuverability, including
11 maneuvers requiring the unsafe backing up of vehicles.

12 [(F)] (G) The provisions of this Section may be enforced by the City's Department of
13 Neighborhood Services, as well as the Las Vegas Metropolitan Police Department.

14 SECTION 9: Title 9, Chapter 8, Section 110, of the Municipal Code of the City of
15 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16 **9.08.110:** (A) [Each receptacle which is not] At any residence that receives individual
17 curbside collection service, each container which cannot be emptied by mechanical or hydraulic
18 equipment shall have a capacity of not less than three nor more than [thirty-three] ~~thirty-six~~ gallons
19 and shall weigh no more than fifty pounds, including the contents thereof. [Multiple dwellings, places
20 of business and public buildings] Each residence with individual curbside collection service shall also
21 be permitted to use the types and sizes of [receptacles] containers listed in Section 9.08.160, Table A.

22 (B) [Solid waste receptacles] Except for manual type drop-box containers listed in
23 Section 9.08.160, Table C, all solid waste containers shall be constructed watertight and shall be
24 provided with handles and tight-fitting covers. Each such [receptacle] container and cover shall be
25 made of a material approved for such use by the City. Covers shall not be removed except when
26 necessary to place solid waste therein. Each [receptacle] container and its cover shall be kept clean
27 from accumulating grease and decomposing material.

28 (C) It is unlawful for a non-residential customer to place out for collection a

1 container which has overflowing solid waste.

2 (D) Any non-residential customer who places a container out for collection with
3 solid waste overflowing from the container shall be subject to an overflow charge pursuant to Section
4 9.08.185.

5 SECTION 10: Title 9, Chapter 8, Section 120, of the Municipal Code of the City of
6 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7 **9.08.120:** (A) No person other than the owner, the City or a franchisee, or their agents may:

8 (1) Remove any solid waste or recyclables from the solid waste
9 [receptacles] containers or recyclables [receptacles] containers that are intended for [pickup] collection
10 by a franchisee as part of its solid waste collection and curbside recyclables collection programs;

11 (2) Remove recyclables that have been tied, boxed, bundled or otherwise
12 collected and placed for [pickup] collection by a franchisee as part of its curbside recyclables
13 collection program; or

14 (3) Tamper with, engage in, interfere with or participate in curbside
15 recyclables collection.

16 (B) No person other than an owner or operator of a drop-off center, or their
17 authorized agents, may remove recyclables from the drop-off center or recyclables that have been
18 bundled, boxed, tied or otherwise collected and placed adjacent to the drop-off center.

19 SECTION 11: Title 9, Chapter 8, Section 130, of the Municipal Code of the City of
20 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

21 **9.08.130:** (A) All solid waste shall be placed in a [receptacle;] container; provided, however,
22 that:

23 (1) Places of business may place rubbish on their premises pursuant to
24 Section 9.08.100(E); and

25 (2) Tree trimmings, scrap lumber and other solid waste capable of being
26 bundled in accordance with Subsection (B) of this Section may be bundled if securely tied and placed
27 next to a [receptacle.] container.

28 (B) Items bundled pursuant to this Section shall not exceed six feet in length nor

1 weigh more than [seventy-five] fifty pounds.

2 [(C) Receptacles which are not emptied by mechanical or hydraulic equipment shall
3 not weigh more than seventy-five pounds, including their contents.]

4 SECTION 12: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas,
5 Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section
6 9.08.135, reading as follows:

7 **9.08.135:** (A) Every non-residential customer shall provide cubic-yard or 96-gallon mobile
8 containers for the solid waste generated from the customer's premises in accordance with the
9 minimum containers requirements set forth in this Section.

10 (B) For multiple dwellings with three dwelling units, the premises must have cubic-
11 yard container service of at least a one cubic-yard container serviced twice per week, irrespective of
12 occupancy or vacancy of any dwelling units;

13 (C) For multiple dwellings with four, five or six dwelling units, the premises must
14 have cubic-yard container service equivalent to at least a two cubic-yard container serviced twice per
15 week, irrespective of occupancy or vacancy of any dwelling units;

16 (D) For multiple dwellings with seven or more dwelling units, the premises must
17 have cubic-yard container service equivalent to at least the greater of the following:

18 (1) A three cubic-yard container serviced twice per week, irrespective of
19 occupancy or vacancy of any dwelling units; or

20 (2) One-fourth of a one cubic-yard container per dwelling unit per week,
21 irrespective of occupancy or vacancy of any dwelling units.

22 (E) For mobile home parks that do not have individual service at each mobile home
23 space, the premises must have cubic-yard container service equivalent to at least one-fourth of a one
24 cubic-yard container per mobile home space per week, irrespective of occupancy or vacancy of any
25 mobile home spaces.

26 (F) For motels with at least fifty percent of the total units having cooking facilities,
27 the premises must have cubic-yard container service equivalent to at least one-fifth of a one cubic-yard
28 container per unit per week, irrespective of occupancy or vacancy of any units; or

1 (G) For motels with less than fifty percent of the total units having cooking
2 facilities, the premises must have cubic-yard container service equivalent to at least one-tenth of a one
3 cubic-yard container per unit per week, irrespective of occupancy or vacancy of any units.

4 (H) For each place of business or public building that does not require more than
5 two 96-gallon mobile containers to contain the solid waste generated from the premises, subject to
6 bundling of rubbish in accordance with Section 9.08.100(E), the premises must have at least one but
7 not more than two 96-gallon mobile containers.

8 (I) For each place of business or public building that requires more than two 96-
9 gallon containers to contain the solid waste generated from the premises, subject to the bundling of
10 rubbish in accordance with Section 9.08.100(E), the premises must have cubic-yard container service
11 sufficient to contain such solid waste.

12 (J) The container requirements in this Section are intended to be only minimum
13 requirements for non-residential customers. Compliance with such requirements does not constitute
14 compliance with a customer's obligation to provide sufficient container capacity pursuant to Section
15 9.08.100 if the solid waste generated from the premises requires solid waste service that exceeds the
16 requirements in this Section.

17 SECTION 13: Title 9, Chapter 8, Section 140, of the Municipal Code of the City of
18 Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

19 SECTION 14: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas,
20 Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section
21 9.08.140, reading as follows:

22 **9.08.140:** (A) The charges for collecting, transporting and disposing of solid waste and for
23 collecting and transporting recyclables from single-family residences, duplexes and multiple dwellings
24 shall be determined in accordance with the following table:

25 ...

26 ...

27 ...

28 ...

Category	Collection Level	Monthly Charge*
Single-family Residence	Solid waste - twice/week; Recycling - every other week	\$11.82
Duplex	Solid waste - twice/week; Recycling - every other week	\$11.82 per unit
Multiple Dwellings (irrespective of occupancy or vacancy of any units)	Solid waste - 2 times/week	\$8.80 - 1st unit; \$6.15 - each additional unit
	Solid waste - 3 times/week	\$13.20 - 1st unit; \$9.23 - each additional unit
	Solid waste - 4 times/week	\$16.13 - 1st unit; \$11.27 - each additional unit
	Solid waste - 5 times/week	\$19.07 - 1st unit; \$13.33 - each additional unit
	Solid waste - 6 times/week	\$22.00 - 1st unit; \$15.39 - each additional unit
	Solid waste - 7 times/week	\$24.93 - 1st unit; \$17.45 - each additional unit

* subject to applicable CPI-U adjustments made pursuant to this Chapter.

(B) All charges for single-family residences, duplexes and multiple dwellings pursuant to this Section shall be billed quarterly in advance.

SECTION 15: Title 9, Chapter 8, Section 150, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 16: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding a new section, designated as Section 9.08.150, reading as follows:

9.08.150: (A) For mobile home parks that do not receive individual service at each mobile home and for motels, the charges for collecting, transporting and disposing of solid waste shall be determined in accordance with the following table:

Category	Collection Level (solid waste only)	Monthly Charge*
Motels and mobile home parks (irrespective of occupancy or vacancy of any units)	2 times/week	\$8.80 - each office; \$5.28 - each cooking unit; \$4.24 - each unit without cooking facilities
	3 times/week	\$13.20 - each office; \$7.92 - each cooking unit; \$6.36 - each unit without cooking facilities
	4 times/week	\$16.13 - each office; \$9.68 - each cooking unit \$7.77 - each unit without cooking facilities
	5 times/week	\$19.07 - each office; \$11.44 - each cooking unit \$9.19 - each unit without cooking facilities
	6 times/week	\$22.00 - each office; \$13.20 - each cooking unit; \$10.60 - each unit without cooking facilities
	7 times/week	\$24.93 - each office; \$14.96 - each cooking unit; \$12.00 - each unit without cooking facilities

1 *subject to applicable CPI-U adjustments made pursuant to this Chapter.

2 (B) For mobile home parks that receive individual service at each mobile home,
3 which shall include the same heavy and bulky item pickup as that provided to single-family
4 residences, the charges for collecting, transporting and disposing of solid waste and curbside
5 recyclables collection services shall be the same as for single-family residences as set forth in Section
6 9.08.140.

7 (C) All charges for mobile home parks and motels shall be billed quarterly in
8 advance.

9 SECTION 17: Title 9, Chapter 8, Section 160, of the Municipal Code of the City of
10 Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

11 SECTION 18: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas,
12 Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section
13 9.08.160, reading as follows:

14 **9.08.160:** (A) For places of business and public buildings, the charge for collecting,
15 transporting and disposing of solid waste shall be determined by the number and type of containers
16 required by each such place of business or public building and by the number of collections from each
17 per week in accordance with Tables A, B and C that are included within this Section. The charge for
18 collecting, transporting and disposing of compacted solid waste from containers other than
19 compaction-type drop boxes shall be three times the otherwise applicable charge.

20 (B) All monthly charges set forth in Tables A, B and C that are included within this
21 Section shall be billed as follows:

- 22 (1) Table A shall be billed quarterly in advance.
23 (2) Table B shall be billed monthly in advance.
24 (3) Table C shall be billed monthly in arrears.

25 ...

26 ...

27 ...

28 ...

Section 9.08.160 Table A
Monthly Collection Charges*
Places of Business and Public Buildings

Number & Type of Containers	1 Collection Per Week	2 Collections Per Week	3 Collections Per Week	4 Collections Per Week	5 Collections Per Week	6 Collections Per Week	7 Collections Per Week
96-Gallon Mobile Container							
First container	\$7.92	\$15.83	\$23.75	\$36.56	\$50.14	\$65.89	\$79.01
Each additional container	\$7.92	\$15.83	\$23.75	\$36.56	\$50.14	\$26.31	\$31.66
One Cubic-Yard Container							
First container	\$39.51	\$79.01	\$118.52	\$131.59	\$148.55	\$171.12	\$205.61
Each additional container	\$39.51	\$79.01	\$118.52	\$131.59	\$148.55	\$131.56	\$158.28
Two Cubic-Yard Container							
First container	\$79.15	\$158.28	\$237.42	\$250.68	\$271.73	\$302.69	\$363.87
Each additional container	\$79.15	\$158.28	\$237.42	\$250.68	\$271.73	\$263.11	\$316.55
Three Cubic-Yard Container							
First container	\$118.71	\$237.41	\$356.13	\$369.63	\$394.82	\$434.24	\$522.17
Each additional container	\$118.71	\$237.41	\$356.13	\$369.63	\$394.82	\$394.67	\$474.82
Four Cubic-Yard Container							
First container	\$158.28	\$316.55	\$474.83	\$488.59	\$517.92	\$565.80	\$680.41
Each additional container	\$158.28	\$316.55	\$474.83	\$488.59	\$517.92	\$526.19	\$633.12
Six Cubic-Yard Container							
First container	\$237.41	\$474.82	\$712.23	\$726.49	\$764.11	\$829.90	\$996.98
Each additional container	\$237.41	\$474.82	\$712.23	\$726.49	\$764.11	\$787.44	\$947.14
Eight Cubic-Yard Container							
First container	\$316.55	\$633.11	\$949.65	\$964.41	\$1,010.31	\$1,092.01	\$1,313.52
Each additional container	\$316.55	\$633.11	\$949.65	\$964.41	\$1,010.31	\$1,059.25	\$1,274.12

*subject to applicable CPI-U adjustments made pursuant to this Chapter.

Section 9.08.160 Table (B)
Solid Waste Compaction-Type Drop Box Collection Charges*

Monthly Charges

Compactor Size	1 collection per week	2 collections per week	3 collections per week	4 collections per week	5 collections per week	6 collections per week	7 collections per week
10 cubic-yard container	\$1,756.06	\$2,347.56	\$3,216.32	\$3,493.39	\$3,770.48	\$4,047.56	\$5,912.89
17 cubic-yard container	\$2,172.63	\$2,868.06	\$4,042.42	\$4,441.49	\$4,840.53	\$5,239.61	\$6,976.12
26 cubic-yard container	\$2,434.93	\$3,392.67	\$4,829.31	\$5,228.36	\$5,627.42	\$6,026.48	\$7,894.24
36 cubic-yard container	\$2,873.22	\$3,831.02	\$5,267.51	\$5,722.61	\$6,177.69	\$6,632.87	\$8,500.66

Compactor Size	8 collections per week	9 collections per week	10 collections per week	11 collections per week	12 collections per week	13 collections per week	14 collections per week
10 cubic-yard container	\$7,671.94	\$8,263.47	\$9,132.25	\$9,409.31	\$9,686.36	\$9,963.45	\$11,831.79
17 cubic-yard container	\$9,148.73	\$9,844.76	\$11,018.54	\$11,417.60	\$11,816.67	\$12,215.74	\$13,952.24
26 cubic-yard container	\$10,329.15	\$11,286.91	\$12,723.56	\$13,122.61	\$13,521.69	\$13,920.72	\$15,788.49
36 cubic-yard container	\$11,373.89	\$12,331.70	\$13,768.19	\$14,223.27	\$14,678.38	\$15,133.54	\$17,001.32

Per Collection Charges (with regular service)	Regular	Sunday/Holiday
Special collection 0-49 cubic yards	\$431.01	\$646.52
Special collection 50-74 cubic yards	\$828.83	\$1,243.24
Special collection 75 cubic yards	\$1,351.92	\$2,027.88
Per Collection Charges (without regular service)		
On-call collection 0-49 cubic yards	\$672.80	\$1,009.20

*subject to applicable CPI-U adjustments made pursuant to this Chapter.

Section 9.08.160 Table (C)
Solid Waste Manual-Type Drop Box Collection Charges*

On-Call Charges (with or without regular service)	Regular	Sunday/Holiday
10 cubic-yard container	\$83.00	\$124.50
20 cubic-yard container	\$166.00	\$249.00
28 cubic-yard container	\$232.40	\$348.60
35 cubic-yard container	\$290.50	\$435.75
50 cubic-yard container	\$415.00	\$622.50

All on-call charges are subject to additional charges of \$18.53 demurrage per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

Monthly Charges

All other charges shall be calculated as follows:

(Base Charge x number of yards of capacity x number of collections per week x 52 weeks per year, divided by 12 months per year) + Demurrage = total monthly charge, where:

“Base Charge” for Monday - Saturday collections = \$8.30 per cubic yard.

“Base Charge” for Sunday collections = \$12.45 per cubic yard.

“Demurrage” = \$18.53 per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

*subject to applicable CPI-U adjustments made pursuant to this Chapter.

SECTION 19: Title 9, Chapter 8, Section 170, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.08.170: The charges for container rentals for [single-family residences, multiple dwellings, places of business and public buildings] any premises, which shall be billed quarterly in advance, shall be as follows:

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Container Size	Monthly Charge*
1 <u>Cubic-Yard Container</u>	[\$14.34] <u>\$15.22</u>
2 <u>Cubic-Yard Container</u>	[\$17.20] <u>\$18.26</u>
3 <u>Cubic-Yard Container</u>	[\$20.08] <u>\$21.31</u>
4 <u>Cubic-Yard Container</u>	[\$22.37] <u>\$23.75</u>
6 <u>Cubic-Yard Container</u>	[\$28.67] <u>\$30.43</u>
8 <u>Cubic-Yard Container</u>	[\$31.54] <u>\$33.48</u>
	[Quarterly Charge*]
Up to 96-gallon Mobile [Cart] <u>Container</u>	[\$10.32] <u>\$3.65</u>

*subject to applicable CPI-U adjustments made pursuant to this Chapter.

SECTION 20: Title 9, Chapter 8, Section 180, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.08.180: The charges for special one-time collections for [single-family residences, multiple dwellings, places of business and public buildings] any premises, which may be billed at the time of service as on-call services, shall be as follows:

<u>Container Size [of Receptacle]</u>	<u>One Time Charge*</u>
1 <u>Cubic-Yard Container</u>	[\$28.02] <u>\$29.75</u>
2 <u>Cubic-Yard Container</u>	[\$37.36] <u>\$39.65</u>
3 <u>Cubic-Yard Container</u>	[\$46.70] <u>\$49.57</u>
4 <u>Cubic-Yard Container</u>	[\$56.02] <u>\$59.46</u>
6 <u>Cubic-Yard Container</u>	[\$65.37] <u>\$69.39</u>
8 <u>Cubic-Yard Container</u>	[\$74.71] <u>\$79.30</u>

*subject to applicable CPI-U adjustments made pursuant to this Chapter.

SECTION 21: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 9.08.185, reading as follows:

9.08.185: (A) Any non-residential customer whose solid waste container or containers have overflowing solid waste prior to being emptied on a collection day shall be subject to an overflow charge as provided in this Section.

- 1 (B) No overflow charges may be assessed unless:
- 2 (1) Written notice of an overflow, delivered by regular U. S. mail, e-mail
- 3 or facsimile (fax) or personal delivery, has been provided to the owner or manager of the premises,
- 4 and a subsequent overflow occurs at the premises within 90 days after:
- 5 (a) Such notice has been given; or
- 6 (b) The last overflow charge has been assessed at the premises; and
- 7 (2) There is significant overflow from a container, as defined in this Chapter
- 8 and as evidenced by a photograph; and
- 9 (3) The overflow has actually been collected by the City or its franchisee.
- 10 (C) No overflow charge may be assessed for an overflow that is caused by a prior
- 11 collection being missed or being performed improperly, or by containers being repositioned by a
- 12 franchisee after collection such that a container is inaccessible to tenants of the premises, resulting in
- 13 overuse of and overflow occurring in another container.
- 14 (D) No overflow charge may be assessed for an overflow that is caused because the
- 15 time of day of collection was more than four hours later than the time of day when the last regularly
- 16 scheduled collection occurred.
- 17 (E) Overflow charges assessed pursuant to this Section may be waived by the City
- 18 Manager, or his or her designee, or by a franchisee if it is determined that the owner or manager of the
- 19 premises has taken reasonable steps to avoid future overflows, including but not limited to increasing
- 20 the container capacity or collection frequency, installing locks on the lids of containers or on access
- 21 gates to curtail illegal dumping by third parties, or other property-management measures designed to
- 22 avoid overflows.
- 23 (F) The charge for any overflow for any non-residential customer, which may be
- 24 billed at the time of service as an on-call service, shall be \$30.00, subject to applicable CPI-U
- 25 adjustments made pursuant to this Chapter.

26 SECTION 22: Title 9, Chapter 8, Section 190, of the Municipal Code of Las Vegas,

27 Nevada, 1983 Edition, is hereby repealed in its entirety.

28 SECTION 23: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas,

Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 9.08.190, reading as follows:

9.08.190: The charges for preparation, collection, transportation and disposal of medical waste, and the charges for the optional purchase and rental of medical waste containers shall be determined in accordance with Tables A, B and C that are included within this Section. All charges for medical waste service, except for on-call service which may be billed at the time of service, shall be billed monthly in advance.

Section 9.08.190 Table (A)
Basic Service Charges*

(MONDAY - FRIDAY; IF NO SERVICE IS REQUIRED, FRANCHISEE MUST BE NOTIFIED BY 2:00 P.M. ON DAY BEFORE SCHEDULED SERVICE, OR MINIMUM SERVICE CHARGE WILL APPLY)

Item	Size & Volume	Price Per Item		Minimum Charge Per Service Call	
		Delivered	Picked Up	Prescheduled Once/Month or Greater Frequency	On-Call/Special Collection
Bio-Hazardous Accumulation Containers	Medium 10-14 Gallons	\$4.78	\$4.78	\$27.26 (If total for containers delivered and collected is less than \$27.26, then \$27.26 will be charged)	\$61.35 (If total for containers delivered and collected is less than \$61.35, then \$61.35 will be charged)
	Large 27-32 Gallons	\$6.82	\$6.82		
	X-Large 48-50 Gallons	\$10.23	\$10.23		

*subject to applicable CPI-U adjustments made pursuant to this Chapter.

Section 9.08.190 Table (B)
Additional Service Charges*

Charges for prescheduled once/month or greater frequency service:			
Type	Size Code	Container	Disposal Price
Chemotherapy Waste Disposal	Large	33 Gallon	\$33.65
	Extra Large	55 Gallon	\$59.71
Pharmaceutical (non-controlled substance) Disposal	Extra Small	5 Gallon	\$43.42
	Small	10 Gallon	\$78.70
	Medium	20 Gallon	\$157.40
	Large	30 Gallon	\$236.12
	Extra Large	55 Gallon	\$393.53
Charges for on-call / special collections or special services:			
Item			Charge
Special collections (after 5:00 p.m., same day requests, holidays, weekends or greater than 20 polyurethane containers per collection)			\$65.14 Per Hour
Special services (account balancing, reconciliation, usage reports, certificates)			\$65.14 Per Hour
Preparation of waste to make suitable for transportation			\$27.14 Per Container
Collection delay			\$1.09 Per minute after 10 minutes; minimum charge of \$10.90
Over weight charge (Over 50 lbs)			\$43.42 Per Container

*subject to applicable CPI-U adjustments made pursuant to this Chapter.

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Section 9.08.190 Table C
Purchase or Rental Items*

ALL ITEMS OPTIONAL, IF OFFERED AT FRANCHISEE'S DISCRETION				
Item	Size	Volume	Dimensions	Price
Sharp Containers	Small	1 Quart	4" x 4" x 6"	\$5.43 plus tax
	Medium	5 Quarts	4" x 10" x 9"	\$8.68 plus tax
	Large	8 Quarts	6" x 9" x 10"	\$10.86 plus tax
	Extra Large	32 Quarts	9" x 13" x 17"	\$21.71 plus tax
Red Bio-Hazard Bags	Small (500 bags per case)	8-10 Gallons	24" x 32" (8-10 gallons)	\$75.99 plus tax
	Large/Extra Large (25 bags per roll)	50 Gallons	43" x 48" (50 gallons)	\$13.03 plus tax
Locker Rental	Small	5 Cubic yards	7-1/2' x 5-1/2' x 3-1/2'	\$65.14 per month (includes transportation)
	Large	30 Cubic yards	20' x 8' x 8'	\$151.98 per month (includes transportation)
Roll-Off Box Rental	Extra Large	40 Cubic yards		\$358.25 per month
Trailer Rental (Special collection charge of \$65.14 per hour does not apply to customers with trailer service, unless after hours or holiday collections are requested)	30 feet long or less			\$519.53 per month
	48 feet long or less			\$692.71 per month
	53 feet long or less			\$779.30 per month

* subject to applicable CPI-U adjustments made pursuant to this Chapter.

SECTION 24: Title 9, Chapter 8, Section 200, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.08.200: The charge for sewage-waste service shall be [\$15.78] sixteen dollars and seventy-five cents per wet ton of sewage waste, subject to applicable CPI-U adjustments made pursuant to this Chapter. Additional terms and conditions for collection, transportation and disposal of sewage waste shall be specified in a separate sewage-waste service agreement between the City and its franchisee.

If any jurisdiction other than the City imposes any franchise fee on a franchisee based upon its cash receipts or gross revenues from sewage-waste services provided by the franchisee, the franchisee shall be solely responsible for such franchise fees and shall not pass such franchise fees through to the City.

SECTION 25: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section

1 9.08.205, reading as follows:

2 **9.08.205:** The charges specified in this Chapter for collecting, transporting and disposing of solid
3 waste shall not apply to construction or demolition waste, septic-tank waste, grease-trap waste, or
4 landscaping or tree-trimming waste handled in accordance with Section 9.08.060. A franchisee or
5 other licensed service provider may set its own charges for the collection, transportation and disposal
6 of such solid waste.

7 SECTION 26: Title 9, Chapter 8, Section 210, of the Municipal Code of the City of
8 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9 **9.08.210:** (A) To ensure the uniform, safe and sanitary treatment of solid waste in the City and
10 to discourage the illegal handling and disposal of solid waste, it shall be mandatory for any person
11 owning, occupying or managing any premises in the City which are connected to water service to
12 subscribe to solid waste collection service provided by the City or its authorized franchisee and to pay
13 the charges specified in this Chapter. No person may discontinue paying for solid waste collection
14 service for his or her premises, unless such premises are not connected to water service for the entire
15 billing period.

16 (B) In order to discontinue paying for solid waste collection service pursuant to
17 Subsection (A) of this Section, a person must request discontinuation of service and provide proof that
18 no water service to the premises is provided. [Such request is subject to an administrative fee of
19 fifteen dollars for the costs of processing the request.] No fee may be charged to discontinue
20 service or to reestablish service to the premises after service has been discontinued pursuant to this
21 Subsection (B).

22 (C) All charges for regular or periodic services provided by the City, its franchisees,
23 or their duly appointed agents, pursuant to this Chapter shall be billed [in advance] on the first
24 business day of the quarterly or monthly billing period, as applicable[. Bills will be due and payable
25 on the fifteenth day after the applicable billing date.], and shall be due and payable on the last day of
26 the billing month; provided, however, that charges for on-call service may be billed at the time of
27 service. All charges for services under this Chapter, including the penalties for delinquent payment,
28 shall constitute a debt and obligation of the legal owner [and the person having the management] of

1 the [places of business, public buildings, multiple dwellings and residences] premises to the City or
2 its franchisee, and such [persons] person shall be liable therefor in a civil action commenced by the
3 City or its franchisee in any court of competent jurisdiction for the recovery of such charges and
4 penalties.

5 (D) If any person fails to pay the charges authorized by this Chapter by the date they
6 become due and payable, a penalty shall be added thereto of three dollars per quarter (or fraction
7 thereof) for residential accounts and two percent per month (or fraction thereof) of the delinquent
8 amount for commercial accounts.

9 [(D)] (E) A customer shall be entitled to a refund of any advance payment for service he
10 or she has made[, minus any administrative fee paid pursuant to Subsection (B) of this Section,] upon
11 presenting proof that a connection to water service did not exist at the customer's premises during the
12 entire billing period for which the advance payment was made. All refunds from a franchisee to a
13 customer shall be paid within thirty days from the date of the customer's request for reimbursement
14 or date of franchisee's knowledge that a refund is owed.

15 [(E)] (F) No person shall accept and no franchisee shall offer or give any solid waste
16 collection, transportation and disposal services or curbside recyclables collection services without
17 charge, or shall offer or give a discount, refund or rebate of any charge authorized by this Chapter,
18 except that this provision does not apply to any credits or refunds issued pursuant to Section 9.08.340.
19 charitable organizations which are exempt from federal income tax pursuant to Section 501(c) of the
20 Internal Revenue Code or as further provided by franchise agreement.

21 [(F)] If any person fails to pay the charges authorized by this Chapter within fifteen
22 days after they become due and payable, such charge shall be considered delinquent and a penalty of
23 two percent per month (or fraction thereof) of the delinquent amount shall be added thereto.]

24 SECTION 27: Title 9, Chapter 8, Section 230, of the Municipal Code of the City of
25 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

26 **9.08.230:** All solid waste collection charges [or fees] authorized and established by this Chapter,
27 including any penalties assessed under Section 9.08.210, shall constitute a lien upon the real property
28 of the premises served until such charges [and fees] have been paid. Such lien shall be enforced in

1 the [following manner:] manner specified in NRS 444.520.

2 [(A) A lien shall not be recorded against any property until the record owner of the
3 property has been mailed written notice of the delinquency at his or her last address shown by the
4 records of the County Assessor, and such delinquency has not been cured within fifteen days after the
5 mailing of the notice.

6 (B) The provider of solid waste collection may record in the office of the County
7 Recorder, no later than four hundred days following the date on which such charges or fees become
8 delinquent, a notice of solid waste service lien in favor of the person claiming the lien and signed by
9 an authorized representative of the person claiming the lien. The notice of solid waste lien shall
10 contain the amount of the charges or fees due, the periods for which such charges or fees are due, the
11 name of the record owner(s) of the property, and a legal description of the property.

12 (C) The provider of solid waste collection may bring an action for foreclosure
13 against such property in the same manner as an action for foreclosure of any other lien, commenced
14 within two years after the date of recording the notice of solid waste lien.]

15 SECTION 28: Title 9, Chapter 8, Section 240, of the Municipal Code of the City of
16 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

17 **9.08.240:** (A) The [rates and] charges established pursuant to this Chapter shall be adjusted
18 annually based upon the percentage of change in the CPI-U.

19 (B) [Rate changes] Changes in charges shall be made effective as of July 1, each
20 year, and shall be based upon the percentage change in the CPI-U for the twelve-month period of the
21 preceding calendar year.

22 (C) Annual increases to [rates and] charges adjusted in accordance with the
23 percentage change in the CPI-U shall not be greater than six and one-half percent when the percentage
24 change in CPI-U is within the range of zero (no change) to ten percent and shall be done in the
25 following manner:

26 (1) When the percentage change in the CPI-U is between zero and six and
27 one-half percent, the charges are to be adjusted by the actual percentage change; and

28 (2) When the percentage change is between six and one-half percent and

1 ten percent, the [rates and] charges adjustment shall not be greater than six and one-half percent.

2 (D) When an unforeseen economic circumstance has occurred during the preceding
3 calendar year, the City Council may consider and may approve a method for adjusting [rates] charges
4 which is not based on changes to the CPI-U. In any year following a period when the adjustment to
5 [rates] charges was based on some other method, [rate] charge adjustments shall again be based on
6 changes in the CPI-U.

7 (E) A minimum of one annual [rate] charge adjustment based on the CPI-U method
8 must occur between annual [rate] charge adjustments based on methods other than the CPI-U method.

9 SECTION 29: Title 9, Chapter 8, Section 250, of the Municipal Code of the City of
10 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11 **9.08.250:** (A) Every franchisee shall pay a quarterly franchise fee, in the amount specified in
12 the franchise agreement, based on its cash receipts derived from the collection of solid waste and
13 curbside recyclables collection for the preceding calendar quarter. All franchise fees shall be due no
14 later than thirty days after the end of each calendar quarter.

15 (B) [All rates that a franchisee charges its customers] All charges to customers for
16 the collection of solid waste and curbside recyclables collection pursuant to this Chapter and the
17 franchise agreement shall be deemed to include the franchise fee which the franchisee pays to the City.
18 The franchisee may pass such fees through to its customers only as a part of the general service [rates]
19 charges charged to its customers, not as a separate charge that is additional to the general service
20 [rates] charges.

21 (C) If a franchise fee is received by the City after the due date, a late fee of two
22 percent per month (or fraction thereof) of the delinquent amount will be assessed to the franchisee.

23 SECTION 30: Title 9, Chapter 8, Section 260, of the Municipal Code of the City of
24 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

25 **9.08.260:** All solid waste and hazardous waste collected from the public and private places and
26 premises in the City shall not be deposited at any place other than at a transfer station, disposal site
27 or materials recovery facility operated in accordance with all applicable laws, rules and regulations.

28 SECTION 31: Title 9, Chapter 8, Section 270, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.08.270: (A) Any person may dispose of solid waste at any disposal site operated in accordance with all applicable laws, rules and regulations.

(B) Any [single-family resident of the City] person in the City who receives individual service at a single-family residence, duplex or mobile home park and who is a current customer of a franchisee may dispose of the solid waste generated at his or her [own single-family dwelling] residential premises at any authorized disposal site owned or operated by the franchisee within the "urban solid waste service area" in Clark County, without charge, upon presentation of a current quarterly bill for residential service from the franchisee and a valid[,] government-issued photo identification[.], such as a current Nevada driver's license, and in accordance with such other rules and regulations as the County may adopt.

SECTION 32: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 9.08.295, reading as follows:

9.08.295: Notwithstanding any provision in this Chapter to the contrary, the City Manager, a franchisee and specific property owners in designated control areas may agree upon alternative collection schedules for specified test periods for the purpose of testing recycling options.

SECTION 33: Title 9, Chapter 8, Section 320, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.08.320: The following customer service standards shall apply to each franchisee:

(A) The franchisee shall be required to implement a complaint resolution procedure to handle all complaints received by either the City or the franchisee. The complaint resolution procedure shall include the following:

(1) The franchisee shall be required to record all complaints and if possible resolve them within forty-eight hours of their receipt.

(2) If the franchisee cannot resolve a complaint within forty-eight hours of its receipt, the franchisee shall within that period, provide the City with a written report detailing why resolution could not be reached within that period, the actions that will be taken to resolve the

1 complaint and the timeline to reach a resolution of the complaint.

2 (B) If the City is not satisfied with the franchisee's proposed resolution of a
3 complaint, the Director of Finance and Business Services, or his or her designee, shall have the
4 authority to direct the franchisee to resolve the complaint in a manner that is satisfactory to the City.

5 (C) [No later than thirty days after the end of each month,] Upon request, the
6 franchisee shall provide the City with a written monthly report, in a form satisfactory to the City,
7 summarizing the complaints received by the franchisee and the resolutions thereof for the preceding
8 month.

9 SECTION 34: Title 9, Chapter 8, Section 330, of the Municipal Code of the City of
10 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11 **9.08.330:** (A) Customer service telephone operators of a franchisee shall be trained to screen
12 requests and assist in solving problems and shall identify themselves by at least their first names
13 immediately upon initial contact with a customer.

14 (B) A customer shall be transferred to a supervisor upon request or, if none is
15 available, receive a return call from a supervisor within one working day of the request.

16 (C) Unless otherwise agreed to by the City, customer service operators of a
17 franchisee shall be available to answer telephone calls from customers during normal business hours,
18 which shall be from at least eight a.m. to six p.m. each Monday through Friday and for at least four
19 hours each Saturday, except for any Monday through Saturday that falls on any of the following
20 holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.
21 When customer service operators are not available to answer telephone calls from customers, the
22 franchisee shall employ an answering machine or service capable of receiving and recording calls from
23 customers. Calls received by such answering machine or service shall be returned on the next business
24 day.

25 [(A)] (D) Each franchisee shall at all times maintain a telephone answering system that
26 measures the:

27 (1) Average wait time from the time that customer calls reach the franchisee
28 to the time that such calls are answered by a person (not a machine);

1 (2) Number of calls that reach the franchisee but are dropped before a
2 representative of the franchisee answers such calls; and

3 (3) Percentage of time during which all of the franchisee's customer service
4 telephone lines are busy.

5 [(B)] (E) [No later than thirty days after the end of each month, the] Upon request, a
6 franchisee shall provide the City with a written monthly report regarding its telephone answering
7 system, in a form satisfactory to the City, summarizing the average wait time, the number of dropped
8 calls and the percentage of time during which all lines were busy during the preceding month.

9 [(C)] (F) [The franchisee shall establish, after consultation with the City, reasonable
10 minimum standards for its telephone answering system for the average wait times, number of dropped
11 calls and percentage of time during which all lines are busy.] During normal business hours as
12 specified in Subsection (C) of this Section, a franchisee shall meet the following minimum standards
13 for its telephone answering system at least ninety percent of the time, measured monthly:

14 (1) Telephone answering time, including wait time, shall not exceed sixty
15 seconds.

16 (2) No more than five percent of incoming customer service callers shall
17 receive a busy signal.

18 [(D)] (G) Each monthly report required by Subsection [(B)] (E) of this Section shall
19 include a summary of whether the franchisee is or is not in compliance with the [agreed upon]
20 standards established pursuant to Subsection [(C)] (F) of this Section and, if the franchisee is not in
21 compliance, what actions the franchisee will take to meet the standards in future months.

22 SECTION 35: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas,
23 Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section
24 9.08.340, reading as follows:

25 **9.08.340:** (A) For purposes of this Section, a "container damaged beyond proper use" shall
26 mean a solid waste container used by a non-residential customer that has been damaged to such an
27 extent that it can no longer be properly used for solid waste collection, including but not limited to a
28 container that has broken wheels so that it cannot be rolled in and out of an enclosure in which it is

1 stored.

2 (B) For purposes of this Section, a franchisee shall be deemed to have notice that
3 a container has been damaged beyond proper use no later than the earlier of the following dates:

4 (1) the date on which the franchisee receives oral or written notice of the
5 damage; or

6 (2) the first regularly scheduled collection day after the damage has
7 occurred.

8 (C) If a franchisee provides a container to a non-residential customer and such
9 container is damaged beyond proper use through the franchisee's own actions or through normal wear
10 and tear, or if the franchisee damages any other container that is used by a non-residential customer
11 through the franchisee's own negligence or misconduct, the franchisee shall:

12 (1) Fix or repair such container, at its own cost, no later than seven calendar
13 days after it has notice of the damage;

14 (2) Be deemed to have missed each collection that is regularly scheduled
15 from the date on which the franchisee has notice of the damage until such time as the container is
16 fixed or replaced; and

17 (3) Automatically issue a credit to the customer for each missed pickup in
18 accordance with Subsection (E) of this Section.

19 (D) If a franchisee misses or improperly performs a collection for a non-residential
20 customer for any reason other than a container being damaged beyond proper use, resulting in solid
21 waste that the customer has properly put out for collection not being collected, the franchisee shall,
22 within twenty-four hours of receiving notice of such missed or improper collection, send a second
23 vehicle to the premises to properly collect such solid waste.

24 (E) If a franchisee fails to fix or replace a container damaged beyond proper use as
25 required by this Section, or to correct a missed or improper collection for a non-residential customer
26 as required by this Section, the franchisee shall automatically issue a prorated credit to such
27 customer's account, based on the charges for regularly scheduled collection service to the premises
28 for the applicable billing period, regardless of whether the customer makes any request for such a

1 credit.

2 SECTION 36: Sections 14, 16, 18 and 23 of this Ordinance shall become effective as
3 of 12:01 a.m. the day after publication of this Ordinance by title.

4 SECTION 37: If any section, subsection, subdivision, paragraph, sentence, clause or
5 phrase in this ordinance or any part thereof, is for any reason held to be unconstitutional, or invalid
6 or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
7 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
8 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
9 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
10 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
11 invalid or ineffective.

12 SECTION 38: Whenever in this ordinance any act is prohibited or is made or declared
13 to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is
14 required or the failure to do any act is made or declared to be unlawful or an offense or a
15 misdemeanor, the doing of such prohibited act or the failure to do any such required act shall
16 constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than
17 \$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such
18 fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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1 SECTION 39: All ordinances or parts of ordinances or sections, subsections, phrases,
2 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
3 1983 Edition, in conflict herewith are hereby repealed.

4 PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

5 APPROVED:

6
7 By OSCAR B. GOODMAN, Mayor

8 ATTEST:

9
10 BARBARA JO RONEMUS, City Clerk

11 APPROVED AS TO FORM:

12 Garry G. Bellis 1-24-07
13 Date

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1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2007, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11

12

APPROVED:

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By _____
OSCAR B. GOODMAN, Mayor

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ATTEST:

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BARBARA JO RONEMUS, City Clerk

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**BUSINESS IMPACT STATEMENT
BILL NO. 2007-7**

**Regarding Proposed Ordinance Amendments to City's Solid Waste
Management Regulations (LVMC Chapter 9.08)**

This Business Impact Statement was prepared pursuant to NRS 237.090 to address the impact of proposed ordinance amendments to Chapter 9.08 of the Las Vegas Municipal Code concerning solid waste management, including the following changes: updating service charges; increasing frequency-of-service options; adding minimum container requirements; adding charges for overflow collections; eliminating discontinuation-of-service charges; deregulating charges for categories of waste for which competitive markets exist; adding customer service requirements concerning fixing damaged containers and correcting missed collections; and allowing solid waste collection at alternative locations to avoid unsafe driving maneuvers.

1. The following constitutes a description of the manner in which comments were solicited from affected businesses, a summary of their response, and an explanation of the manner in which other interested persons may obtain a copy of the summary. NRS 237.090(1)(a)

Affected Businesses: The proposed ordinance amendments may affect all businesses in the City.

Solicitation of Public Comments: A Public Notice of proposed amendments to the City's solid waste management regulations, including a solicitation of comments thereon, was published in the Las Vegas Review-Journal on December 29, 2006.

Prior to the publication of such Notice, three meetings were held at the City with representatives of several types of businesses, including property managers, to review and provide comments on the proposed changes. After making revisions to the proposed ordinance amendments, another meeting was held at Clark County to review the revisions with representatives from property managers' groups – particularly with regard to the provisions concerning minimum container requirements and charges for the collection of overflowing containers.

Copies of the proposed amendments were sent electronically to representatives of several types of businesses, including property managers, on December 22, 2006. A copy of the proposed amendments was also sent electronically to the Las Vegas Chamber of Commerce on December 26, 2006.

Availability of Documents: Copies of the proposed ordinance amendments were and are available for review at: City of Las Vegas, Business Services Division, 400 Stewart Avenue, 3rd floor, Las Vegas, Nevada 89101.

Summary of Public Comments: No comments were received in response to the Public Notice. At meetings prior to the publication of the Public Notice, representatives of various industry groups expressed the following concerns: (1) minimum container requirements were set at levels that were too high; (2) overflow charges were too high and required better definitions and more procedural

safeguards to avoid unfair or abusive charges; and (3) the issue of a franchisee collecting waste at alternative locations, if the normal location for collection would require unsafe maneuvers by the franchisee's trucks, should not be addressed in this ordinance.

2. The following summarizes the estimated economic effect of the proposed rule on businesses, including, without limitation, adverse, beneficial, direct and indirect effects. NRS 237.090(1)(b)

In General: Increases in charges for solid waste service reflect applicable Consumer Price Index adjustments, and are not increases to existing charges.

Adverse Effects: The amendments will require all businesses to meet minimum container requirements, which are intended to provide for adequate solid waste service for such customers. This may require some businesses to increase their service levels, by increasing their frequency of service or container size, or by renting or purchasing additional containers.

Properties that continue to have waste overflowing from their containers will be subject to overflow charges.

Service charges will be deregulated for certain categories of service for which competition is allowed – i.e., construction and demolition waste, septic-tank waste, grease-trap waste and yard waste. This could result in higher charges for these services by the City's solid waste franchisee.

Developers may incur increased costs in developing their properties, if they have to revise development plans that might otherwise require unsafe driving maneuvers by solid waste collection trucks in order to avoid alternative waste collection locations.

Beneficial Effects: New frequency-of-service options could result in some businesses paying less for service.

New customer service standards concerning the fixing or replacement of damaged containers, and the correction of missed collections, could result in credits to customers' accounts.

Discontinuation-of-service charges are eliminated.

Direct Effects: Adds once/week, three times/week, four times/week, five times/week and seven times/week service options; adds overflow charges; and eliminates discontinuation-of-service charges.

Indirect effects: Adds customer service standards; see possible effects above.

3. The following constitutes a description of the methods that the local government considered to reduce the impact of the proposed rule on businesses, and whether any of the following

methods were used: simplifying the proposed rule; establishing different standards of compliance for a business; and modifying a fee or fine set forth in the rule so that a business could pay a lower fee or fine. *NRS 237.080(4)(a), (b) and (c); NRS 237.090(1)(c)*

In General: City staff analyzed existing solid waste service levels for over 1400 nonresidential customers in order to determine a schedule of "conservative" minimum container requirements based on different types of businesses. As a result, the requirements that were initially proposed were reduced substantially, to levels equating to approximately 50% of the average existing service levels for these customers.

The definition of "overflow" was modified, so that certain situations that originally would have constituted an overflow no longer do. Procedural safeguards were added or clarified with regard to how and when an overflow charge can be assessed. The amount of the overflow charge originally proposed was reduced by approximately one-third.

No changes were made to the provisions that allow a franchisee, with the City's approval, to collect solid waste from an alternative location if the normal collection location would require unsafe driving maneuvers by the franchisee's trucks. This is a safety issue that should not be compromised based solely on decreased profits for developers.

Simplification of Rules: The changes requested by businesses were not based on simplification of the rules, but some definitional and procedural changes that were requested concerning overflow charges were made.

Establishing Different Standards for Businesses: Inapplicable; the rules for which comments were received were specifically intended for businesses.

Modifying Fees or Fines: The lowering of the minimum container requirements lessens any increased costs that businesses may incur in order to meet such requirements. The changes to the overflow charge provisions decrease the likelihood of a business being assessed an overflow charge. The amount of the overflow charge that can be assessed was decreased by approximately one-third.

4. The following summarizes the governing body's estimate of the annual costs to the local government for enforcement of the proposed rule. *NRS 237.090(1)(d)*

No additional costs.

5. The following summarizes the total annual amount that the local government expects to collect from any new or increased fees, and the manner in which the money will be used. *NRS 237.090(1)(e)*

New/Increased Fees: There are no new fees to the City. (See Section 2, "In General") The City may indirectly receive additional franchise fees based on revenue received by its franchisee resulting

from minimum container requirements and overflow charges, the amount of which cannot be estimated at this time.

Use of Money: Any additional franchise fees received by the City will go into the City's general fund.

6. The following summarizes any provisions of the proposed rule which duplicate or are more stringent than federal, state or local standards regulating the same activity, and explains why such provisions are necessary. NRS 237.090(1)(f)

Duplicative Rules: NRS 444.440 et seq. provides a framework under which the City is required to establish by ordinance regulations for a solid waste management system, provided that no such ordinance shall be in conflict with any regulation adopted by the State Environmental Commission. This proposed ordinance amendments are in compliance with NRS.

Reason for Duplication: Inapplicable.

Date: February 7, 2007