

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Eileen Connors Elementary School**

THIS AGREEMENT, made and entered into this 3rd day of October, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Eileen Connors Elementary School**, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **3810 Shadow Peak Drive, Las Vegas, NV 89129**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2007-2008 PALS-funded programs known as **School Spirit Team and School Basketball/Flag Football Teams** that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$3,500.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- School Spirit Team – Form a spirit team to encourage students health and well-being while promoting safety awareness and school spirit.
- School Basketball/Flag Football Teams – Form a basketball/flag football league to encourage students health and well-being while promoting safety awareness.

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Sandra Tomburo, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 8, 2007** or the date first written above, until **May 16, 2008**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 8, 2007**, or the date first written above, through **May 16, 2008**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2007-2008**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 8, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor

payment shall be recorded by budget line-items and be supported by properly executed time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of a **May 16, 2008** 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 **2007-2008** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **3810 Shadow Peak Drive, 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

Eileen Connors Elementary School, "SUBRECIPIENT"



Stephen Harsin, Director



Sandra Tomburo, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:



BEVERLY K. BRIDGES, CMC, CITY CLERK

COUNCIL ACTION: 10-3-07

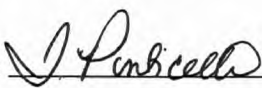
APPROVED AS TO FORM:  10/8/07

Exhibit “A”

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

P. Parent Participation Match

List the total number of parents you anticipate will participate in the project's activities.

Activity	Number of participating parents	Number of hours	Number of times per year	Total hours for this activity
fans	20	1	10	200
X \$15.00 per hour = Total Volunteer Match				\$3000

Q. Donated supplies and professional services

List all cash donations, donated materials/supplies and professional services your school will or has received for this project. A Letter of Intent must be completed by the organization or person making the donation.

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Game assistants	2	1	10	20
Daily practice advisor	4	2	40	320
X \$15.00 per hour = Total Volunteer Match				\$5100

P. Parent Participation Match

List the total number of parents you anticipate will participate in the project's activities.

[illegible]

Q. Donated supplies and professional services

List all cash donations, donated materials/supplies and professional services your school will or has received for this project. A Letter of Intent must be completed by the organization or person making the donation.

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
program night facilitators	4	2	5	40
X \$15.00 per hour = Total Volunteer Match				\$600

P. Parent Participation Match

List the total number of parents you anticipate will participate in the project's activities.

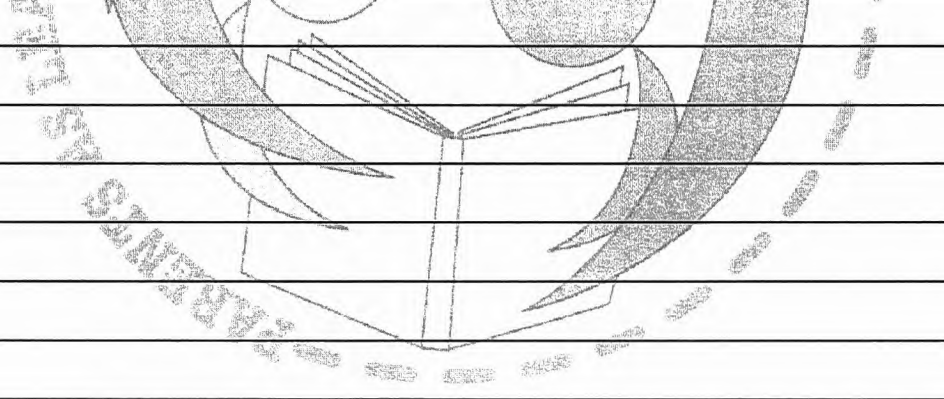
[illegible]

Q. Donated supplies and professional services

List all cash donations, donated materials/supplies and professional services your school will or has received for this project. A Letter of Intent must be completed by the organization or person making the donation.

[illegible]

Exhibit “B”



City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Berkeley L. Bunker Elementary School**

THIS AGREEMENT, made and entered into this 23 day of October, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Berkeley L. Bunker Elementary School**, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **6350 Peak Drive, Las Vegas, NV 89108**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2007-2008 PALS-funded programs known as **Verizon's ESL/Parenting Classes, Sight Word Soldiers and Bodies By Bunker** that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$4,445.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Verizon's ESL/Parenting Classes – Host a series of 25 ESL classes for parents with limited English speaking abilities. Class subjects to include, goal setting, helping children succeed in school, language and literacy.
- Sight Word Soldiers – Host a sight word based program for students utilizing parent volunteers.
- Bodies By Bunker – Host a physical fitness and nutrition program aimed at teaching the importance of living a healthy lifestyle, the benefits of exercise and the importance of staying active.

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Vicki Smith-Belford, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 8, 2007** or the date first written above, until **May 16, 2008**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT"

for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 8, 2007**, or the date first written above, through **May 16, 2008**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2007-2008**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 8, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing

insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

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

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

D. DISPOSITION OF PROGRAM INCOME

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

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IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. 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.

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of a **May 16, 2008** 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 **2007-2008** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **6350 Peak Drive, Las Vegas, NV 89108**.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

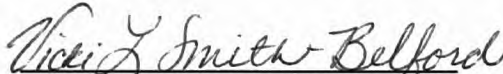
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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


Stephen Harsin, Director

**Berkeley L. Bunker Elementary School,
"SUBRECIPIENT"**


Vicki Smith-Belford, SCHOOL PROJECT LEADER

ATTEST:


BEVERLY K. BRIDGES, CMC, CITY CLERK

ATTEST:

COUNCIL ACTION: 10-3-07

APPROVED AS TO FORM: V. Pombicello 10/16/07

Exhibit “A”

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
T-shirts	150	\$4	For participants	600
Incentives	Varied	Varied	To recognize participants	500
Water Bottles	150	\$2	For participants	300
Supplies	Varied	Varied	For the 5K Family Fun Run	500
Busing	N/A	N/A	For the Niketown for Kids 5K	300
Snacks	Varied	Varied	For participants	400
Total				\$2600

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

Exhibit “B”

Name of School: _____

Project Name: _____

Person Preparing Report: _____

Title: _____

Phone number: _____

Reporting Date: _____

Was this project completed? ☐ Yes ☐ No

Date completed: 12/12/2011 10:30 AM

Number of school staff and parent volunteers this month: _____

Number of school staff and parents that attended an event this month: _____

Describe your project and its accomplishments: _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Kermit Booker Elementary School**

THIS AGREEMENT, made and entered into this 11th day of October, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Kermit Booker Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **2277 Martin Luther King Blvd., Las Vegas, NV 89106**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2007-2008 PALS-funded programs known as **A New Beginning, Celebrating Booker Picnic and Literacy, Science and Mathematics Nights** that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$7,500.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- A New Beginning – Celebration of opening of new building at school.
- Celebrating Booker Picnic – Host a school picnic to celebrate school success and transitions.
- Literacy, Science and Mathematics Nights – Host math, science and literacy workshops for families.

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Kassie DeLaSalle, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 8, 2007** or the date first written above, until **May 16, 2008**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 8, 2007**, or the date first written above, through **May 16, 2008**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2007-2008**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 8, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of a **May 16, 2008** 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 **2007-2008** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **2277 Martin Luther King Blvd., Las Vegas, NV 89106.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

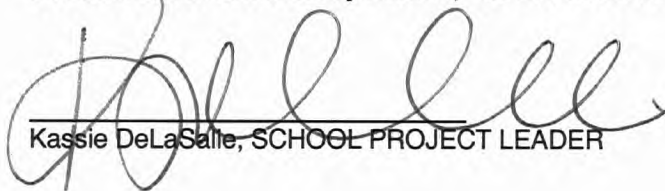
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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


Stephen Harsin, Director

Kermit Booker Elementary School, "SUBRECIPIENT"


Kassie DeLaSalle, SCHOOL PROJECT LEADER

ATTEST:


BEVERLY K. BRIDGES, CMC, CITY CLERK

ATTEST:

COUNCIL ACTION: 10-3-07

APPROVED AS TO FORM:  10/8/07

Exhibit “A”

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

4000 or 7/20/01

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

2000

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

Exhibit “B”

Describe your project and its accomplishments: _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Mabel Hoggard Magnet School**

THIS AGREEMENT, made and entered into this 3rd day of October, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Mabel Hoggard Magnet School a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **950 N. Tonopah Drive, Las Vegas, NV 89106**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2007-2008 PALS-funded programs known as **Math League, Parent Communication Strategies and Parent Trainings and Family Math Night** that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$6,300.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Math League – Create games and projects to help students strengthen their math skills.
- Parent Communication Strategies – Provide parent postcard updates to serve as a communication tool between parents and school staff.
- Parent Trainings and Family Math Nights – Provide training and resources for parents to help them assist their students with math at home.

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Robin Maglicco, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 8, 2007** or the date first written above, until **May 16, 2008**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT"

for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 8, 2007**, or the date first written above, through **May 16, 2008**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2007-2008**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 8, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing

insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY,

the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

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

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of a **May 16, 2008** 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 **2007-2008** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **950 N. Tonopah Drive, Las Vegas, NV 89106.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

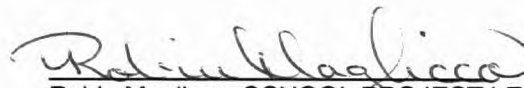
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

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

CITY OF LAS VEGAS

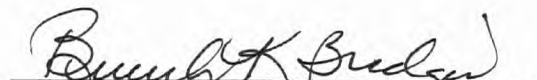
Mabel Hoggard Magnet School, "SUBRECIPIENT"


Stephen Harsin, Director


Robin Maglicco, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


BEVERLY K. BRIDGES, CMC, CITY CLERK

COUNCIL ACTION: 10-3-07

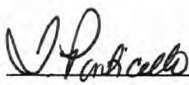
APPROVED AS TO FORM:  10/8/07

Exhibit “A”

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Time Sudoku	5	\$9.95	build logic and problem solving skills	49.75
Fraction Sudoku	5	\$9.95	build logic and problem solving skills	49.75
Unifix Sudoku	5	\$9.95	build logic and problem solving skills	49.75
Money Sudoku	5	\$9.95	build logic and problem solving skills	49.75
Unifix Sudoku Cards	5	\$7.95	build logic and problem solving skills	39.75
Academic League contest registration	4	80.00	Registration fee for the academic league national test	320.00
Rush Hour	5	\$16.95	build logic and problem solving skills	84.75
Rush Hour Cards Set of 3	5	\$15.95	build logic and problem solving skills	79.75
MASTERMIND	5	\$17.95	build logic and problem solving skills	89.75
HEAD FULL OF NUMBERS	5	\$15.95	build logic and problem solving skills	79.75
No Stress Chess	5	\$15.95	build logic and problem solving skills	79.75
trophy depot			trophies and medals for the math league students-estimated price based on 2006-2007 school year	70.00

1042.50
27307

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
math games kit level 2	1	173.95	games for parent training center	173.95
Hands-on standards prek-k	1	34.95	Book for parent training center	34.95
Hands-on standards 1-2	1	44.95	Book for parent training center	44.95
Hands-on standards 3-4	1	44.95	Book for parent training center	44.95
science fair projects 3-5	1	8.99	Book for parent training center	8.99
science fair projects 5-8	1	8.99	Book for parent training center	8.99
science fair projects	1	14.99	Book for parent training center	14.99
Prizes for family math night		250.00	Various mathematical games will be raffled off	250.00
academic achievement series booklets	1	369.00	Various academic booklets for parents on how to help children at home	369.00
academic achievement series booklets in Spanish	1	369.00	Various academic booklets for parents on how to help children at home. These are written in Spanish.	369.00
QuickTips for parents	1	188.00	booklets on motivating and reinforcing learning at home	188.00
QuickTips for parents Spanish version	1	188.00	booklets on motivating and reinforcing learning at home	188.00
Motivating parents	1	188.00	booklets on motivating parents	188.00
Motivating parents Spanish version	1	188.00	booklets on motivating parents	188.00

2071.77
 7/13/05

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
snacks and water	7	50.00	provide refreshments for the trainings	350.00
Office Depot® Brand Recycled Twin-Pocket Portfolios With Fasteners, Dark Blue, Pack Of 25	4	\$19.79	training folders for parents	79.16
Microsoft Office 2003 bundle	1	169.99	Training materials for parent training sessions.	169.99
Microsoft office flip chart for excel	20	24.99	Flip charts for parent training in Excel	499.80
Microsoft office flip chart for Word	20	24.99	Flip charts for parent training in Word	499.80
Microsoft office flip chart for Powerpoint	20	24.99	Flip charts for parent training in Powerpoint	499.80
6+1 Traits of Writing professional development video	1	395.00	Parent training series for teaching the writing traits	395.00
writing Coach	1	8.95	Book for parent training center	8.95
guided reading	1	8.95	Book for parent training center	8.95
shared reading	1	8.95	Book for parent training center	8.95
It's as easy as ABC	1	19.95	Book for parent training center	19.95

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
nonfiction reading practice 4	1	19.99	Book for parent training center	19.99
nonfiction reading practice 5	1	19.99	Book for parent training center	19.99
Learning sight words	1	10.95	Book for parent training center	10.95
sight word games	1	11.95	Book for parent training center	11.95
sight word practice	1	14.95	Book for parent training center	14.95
sing along and learn	1	29.99	video for parent center	29.99
easy lessons for families	1	14.95	Book for parent training center	14.95
Phonics A-Z	1	19.99	Book for parent training center	19.99
25 read and write books	1	10.95	Book for parent training center	10.95
alpha tales	1	24.99	Book for parent training center	24.99
comprehension and fluency	1	13.95	Book for parent training center	13.95
Hi Lo Passages 3-4	1	10.99	Book for parent training center	10.99
Hi Lo Passages 5-6	1	10.99	Book for parent training center	10.99
Teaching nonfiction 2-4	1	23.99	Book for parent training center	23.99
Teaching nonfiction 4+	1	23.99	Book for parent training center	23.99
Teaching Tunes	1	11.95	cd for parent training center	11.95
Teaching Tunes Phonics	1	11.95	Book for parent training center	11.95
making multiplication easy	1	9.95	Book for parent training center	9.95
skill building	1	16.95	Book for parent training	16.95

strategies that work	1	24.00	Book for parent training center	24.00
all kinds of writing	1	5.95	Book for parent training center	5.95
descriptive writing	1	5.95	Book for parent training center	5.95
persuasive writing	1	5.95	Book for parent training center	5.95
expository writing	1	5.95	Book for parent training center	5.95
narrative writing	1	5.95	Book for parent training center	5.95
imaginative writing	1	5.95	Book for parent training center	5.95
6 + 1 Writing Traits k-2	1	26.99	Book for parent training center	26.99
6 + 1 Writing Traits 3-8	1	26.99	Book for parent training center	26.99
Trait Based Mini Lessons	1	17.99	Book for parent training center	17.99
Reproducible forms	1	13.99	Book for parent training center	13.99
40 forms for writing	1	13.99	Book for parent training center	13.99
quick flip reference	1	3.99	Book for parent training center	3.99
phonemic awareness	1	26.95	Book for parent training center	26.95
building the reading brain	1	28.95	Book for parent training center	28.95
nonfiction reading practice 1	1	19.99	Book for parent training center	19.99
nonfiction reading practice 2	1	19.99	Book for parent training center	19.99
nonfiction reading practice 3	1	19.99	Book for parent training center	19.99

Total continued

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

279.51
2/20/07

math			center	
geometry and measurement	1	10.95	Book for parent training center	10.95
pre-algebra	1	10.95	Book for parent training center	10.95
word problems	1	10.95	Book for parent training center	10.95
language game kit 1	1	62.95	Games for parent center	62.95
Language game kit 2	1	69.95	Games for parent center	69.95
Language game kit 3	1	99.95	Games for parent center	99.95
reading comprehension grades 1-2	1	14.95	Book for parent training center	14.95
reading comprehension grades 3-4	1	14.95	Book for parent training center	14.95
reading comprehension grades 5-6	1	14.95	Book for parent training center	14.95
math games kit level 1	1	176.95	Book for parent training center	176.95

2071.77 + 2540.85 + ~~441.52~~ + 279.51 = 5692.54 Total

O. Volunteer Match

313.41 + 487.50 = 800.91

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity

Exhibit “B”

Describe your project and its accomplishments: _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Paul E. Culley Elementary School**

THIS AGREEMENT, made and entered into this 3rd day of October, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Paul E. Culley Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **1200 North Mallard, Las Vegas, NV 89108**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2007-2008 PALS-funded programs known as **SOS Lexia and Soccer Club** that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$4,000.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- SOS Lexia – Host a Lexia program that will provide parents an opportunity to come into the school and learn the English language.
- Soccer Club – Host a soccer club to bring the community together to promote parent, school and community collaborations.

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Darlene Cruz, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 8, 2007** or the date first written above, until **May 16, 2008**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 8, 2007**, or the date first written above, through **May 16, 2008**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2007-2008**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 8, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

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

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

Expenditures charged to CITY fiscal year **2007-2008** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **1200 North Mallard, Las Vegas, NV 89108**.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

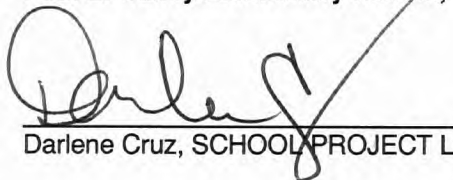
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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


Stephen Harsin, Director

Paul E. Culley Elementary School, "SUBRECIPIENT"


Darlene Cruz, SCHOOL PROJECT LEADER

ATTEST:


BEVERLY K. BRIDGES, CMC, CITY CLERK

ATTEST:

COUNCIL ACTION: 10-3-07

APPROVED AS TO FORM:



10/8/07

Exhibit “A”

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
LSOS10Net	5		5 Lexia Strategies Network Licenses	1265.00
Leap Pad	1	24.99	Read and Write	24.99
Leap Pad	1	24.99	learning system	24.99
Leap Pad	1	19.99	magic books	19.99
Leap Pad	1	52.96	k-1 st learning system	52.96
Leap Pad	1	81.43	k-1 st learning system	81.43
Leap Pad	1	9.99	4 th grade Smart Guide	9.99
Leap Pad	1	19.99	Quantum Learning system	19.99
Leap Pad	1	9.99	Smart Guide	9.99
Leap Pad	1	9.99	read and write	9.99
Dough	2	14.95	Scented play dough	29.90
Dough	2	14.95	neon play dough	29.95
Marvelous Mosaic	2	19.95	pegs and boards	39.90
Tower	1	19.95	Build Tower Set	19.95
Puzzle	1	12.95	Fossil Puzzle Set	12.95
Crayons	15	1.29	Large Crayons	20.15
Crayons	12	1.79	Washable Crayons	21.48
Pencils	20	1.39	Colored Pencils	27.60
Boxes	2	4.49	Storage Boxes	8.89
Box	1	7.49	Storage Boxes	7.49
Food/Drink			Snacks for parents	262.42

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

2000

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

2000

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

Cm-7/30607
2000

Exhibit “B”

Describe your project and its accomplishments: _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Bertha Ronzone Elementary School**

THIS AGREEMENT, made and entered into this 17th day of October, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Bertha Ronzone Elementary School**, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **5701 Stacey Avenue, Las Vegas, NV 89108**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2007-2008 PALS-funded programs known as the **Ronzone Honor Choir** that provides activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$5,000.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Ronzone Honor Choir – Host performance by the Ronzone Honor Choir/NV Chamber Orchestra.

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Rebecca Fetting, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 8, 2007** or the date first written above, until **May 16, 2008**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 8, 2007**, or the date first written above, through **May 16, 2008**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2007-2008**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 8, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

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

orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of a **May 16, 2008** 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 **2007-2008** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **5701 Stacey Avenue, 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


Stephen Harsin, Director

Bertha Ronzone Elementary School, "SUBRECIPIENT"


Rebecca Fetting, SCHOOL PROJECT LEADER

ATTEST:


BEVERLY K. BRIDGES, CMC, CITY CLERK

ATTEST:

COUNCIL ACTION: 10-3-07

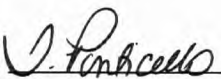
APPROVED AS TO FORM:  10/8/07

Exhibit “A”

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Transportation	10	\$120.00	Transport students, parents, and other volunteers to performances.	1200.00
Boys Dress Shoes	35	\$14.99	Choir uniform	\$524.65
Girls Dress Shoes	35	\$14.99	Choir uniform	\$524.65
Black Pants	35	\$12.94	Choir uniform	\$452.90
Black Skirts	35	\$23.00	Choir uniform	\$805.00
Black Socks	12	\$9.50 / 3 pr.	Choir uniform	\$114.00
Black Tights	18	\$7.74 / 2 pr.	Choir uniform	\$139.32
White Blouses	35	\$7.48	Choir uniform	\$261.80
White Shirts	35	\$6.99	Choir uniform	\$244.65
Black Clip-on Ties	35	\$6.95	Choir uniform	\$243.25
Black Head Bands	35	\$8.00	Choir uniform	\$280.00
Shipping and Handling charges	Approx. 245 items	\$3.94 1 st item & \$1.47 ea. Add'l item	Choir uniform	\$470.00
Sheet Music	70	\$5.00	Music for performances	\$350.00
Fictional and nonfictional resource materials about music styles and composers for school library	30	\$15.00	Multicultural Education	\$450.00
CD players w/ headphones	70	\$16.88	Give students access to rehearsal music and other listening experiences at home	\$1181.60
Blank CD's	1 - 100	\$18.98	Record rehearsal music & and	\$18.98

	CD pack		provide students with other listening experiences	
Wardrobe Closet	2	\$249.99	Provide storage for uniforms	\$499.98
Storage Cabinet - CD players	1	\$229.99	Provide storage for CD players and CD's	\$229.99
Total				\$7990.77

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Dec. 6 Rehearsal	8	5	1	40
Dec. 8 Performance	8	5	1	40
February Activity	8	3	1	24
May Festival	8	5	1	40

Exhibit “B”

Describe your project and its accomplishments: _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Ruth Fyfe Elementary School**

THIS AGREEMENT, made and entered into this 3rd day of October, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Ruth Fyfe Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **4101 West Bonanza Road, Las Vegas, NV 89107**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2007-2008 PALS-funded programs known as a School Community Garden that provides activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$4,000.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- School Community Garden – Host a school community garden project to increase parent/school communication.

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Kirk Kimbrell, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 8, 2007** or the date first written above, until **May 16, 2008**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Statement of Program goals cited in "SUBRECIPIENT" application and measurable accomplishments toward achieving said goals through reporting date of said report.
- 2) Whenever applicable, written narrative of activities. Written narrative and description of services shall be included in each monthly report.

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 8, 2007**, or the date first written above, through **May 16, 2008**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2007-2008**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 8, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

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

orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of a **May 16, 2008** 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 **2007-2008** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$1000 or more and a useful life of more than one year.

- 2) Organization purchasing or receiving non-expendable personal property as part of their project will give CITY rights to the non-expendable personal property for three years from the date of purchase. Should the organization be dissolved or should the non-expendable personal property not be used in accordance with the grant agreement, CITY will have the right to reappropriate the non-expendable personal property. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **4101 West Bonanza Road, Las Vegas, NV 89107**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

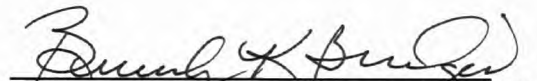
CITY OF LAS VEGAS


Stephen Harsin, Director

Ruth Fyfe Elementary School, "SUBRECIPIENT"


Kirk Kimbrell, SCHOOL PROJECT LEADER

ATTEST:


BEVERLY K. BRIDGES, CMC, CITY CLERK

ATTEST:

COUNCIL ACTION: 10-3-07

APPROVED AS TO FORM: V. P. [Signature] 10/8/07

Exhibit “A”

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
GreenHouse	1	\$2500.00	The GreenHouse will protect gardeners and garden from the sun.	\$2500.00
Children Gloves	30	\$3.48	Garden construction/maintenance	\$104.40
Adult Gloves	30	\$5.54	Garden construction/maintenance	\$166.20
Sunblock	5	\$10.00	Garden construction/maintenance	\$50.00
Hand Trowel	15	\$2.98	Garden construction/maintenance	\$44.70
Wheelbarrow	1	\$120.00	Garden construction/maintenance	\$120.00
Shovel	2	\$20.00	Garden construction/maintenance	\$40.00
Hard Rake	1	\$15.00	Garden construction/maintenance	\$15.00
Hose	4	\$44.00	Garden construction/maintenance	\$176.00
Hose Nozzle	2	\$10.00	Garden construction/maintenance	\$20.00
Skrewdriver	1	\$7.00	Garden construction/maintenance	\$7.00
Bucket	5	\$5.32	Garden construction/maintenance	\$26.60
Broom	1	\$25.00	Garden construction/maintenance	\$25.00
1" Binder	30	\$2.69	Garden construction/maintenance	\$80.70
Filler paper	10	\$1.99	Garden construction/maintenance	\$19.90
brick	2000	\$1.42	Garden construction/maintenance	\$2840.00
watering can	30	\$3.00	Garden construction/maintenance	\$90.00
Soil	42	\$8.00	Garden construction/maintenance	\$336.00
Seeds	40	\$80.00	Garden construction/maintenance	\$80.00

Refreshments	N/A	\$600.00	Garden construction/maintenance	\$600.00
Mortor	20	5.00	Garden construction/maintenance	\$100.00
4x6x8 planks	12	\$12.97	Garden construction/maintenance	\$155.64
4x4 supports	2	\$9.99	Garden construction/maintenance	\$19.98
nails	1 box	\$ 6.99	Garden construction/maintenance	\$6.99
Paint	5 gals	\$24.99	Garden construction/maintenance	\$124.95
Paint brushes	10	\$10.00	Garden construction/maintenance	\$100.00
Misc. expences	1	\$150.94	Garden construction/maintenance	\$150.94
Total				\$8000.00

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Environment/Nutrition Club Planning	4	2	2	16
Garden Design and Preparation	5	2	5	50
Consultation and Planning	5	3	3	45

X \$15.00 per hour = Total Volunteer Match \$1,665

P. Parent Participation Match

List the total number of parents you anticipate will participate in the project's activities.

Activity	Number of participating parents	Number of hours	Number of times per year	Total hours for this activity
Garden Construction	10	8	3	240
Garden Irrigation Construction	2	2	1	4
Garden Maintenance	2	2	40	160
Cooperative Extension Lessons	2	2	10	40
Garden Committee Meetings	10	1	5	50

X \$15.00 per hour = Total Volunteer Match \$7,410

Q. Donated supplies and professional services

List all cash donations, donated materials/supplies and professional services your school will or has received for this project. A Letter of Intent must be completed by the organization or person making the donation.

Donation	Donor	Purpose	Value
Garden Design Professional Service	G & L Design	Design garden and help with construction	\$1,600.00
Professional Service & Goods	Cooperative Extension Office	Consultation, Design, Lessons, Construction, Irrigation, Seeds, Soils, Other Materials, and Other Resources	\$2,000.00

Exhibit “B”

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Wing and Lilly Fong Elementary School**

THIS AGREEMENT, made and entered into this 23 day of October, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Wing and Lilly Fong Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **2200 James Bilbray Drive, Las Vegas, NV 89108**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2007-2008 PALS-funded programs known as **Bike Rodeo, Parent Resource Center, Sight Word Soldiers, Basketball League and Parent Development (MALDEF)** that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$6,000.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Bike Rodeo – Host bicycle safety and skill courses run by parents and school staff.
- Parent Resource Center – Host parent school communication projects.
- Sight Word Soldiers – Host a reading incentive program for parents, school staff and students.
- Basketball League – Host after school recreation activities that focus on healthy habits.
- Parent Development (MALDEF) – Host a parent leadership training program.

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Milagros Saybe, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 8, 2007** or the date first written above, until **May 16, 2008**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT"

for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 8, 2007**, or the date first written above, through **May 16, 2008**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2007-2008**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 8, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing

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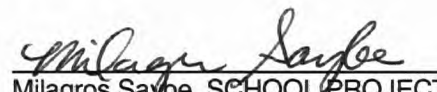
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CITY OF LAS VEGAS

**Wing and Lilly Fong Elementary School,
"SUBRECIPIENT"**


Stephen Harsin, Director


Milagros Saybe, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


BEVERLY K. BRIDGES, CMC, CITY CLERK

COUNCIL ACTION: 10-3-07

APPROVED AS TO FORM: V. Pabiccato 10/16/07

Exhibit “A”

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
CPSC Standard Impact helmets	20	7.14	upon pre-registration, helmets will be ordered for students that do not have one. Helmet is a requirement for participation	142.80
safety flags	3	11.00	required skills course items	33.00
case of water 30/.5l bottles	2	3.88	provided for the event	7.76
mesh bags (oriental trading co. IN-8/228)	60	.50	an event related kit for participants that will include stickers, bandaids, pamphlets and other safety & school related items.	30.00
Bandaid 280-Multi Assortment Costco Item# 7704071	1	11.80	For Safety/Bicycle Kit	11.80
Mc Gruff Bike 8pc reflector stickers	100	.85	For Safety/Bicycle Kit :promotes bicycle safety	85.00
Helmets are Cool Sticker	100	.25	promotes helmet safety	25.00
chalk Sargeant Art (Dick Blick Art Supply	1	3.99	chalk markings for outlines and skills course	3.99
Certificate Paper	60	.18	Each participant receives upon course completiong	10.65

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
chains	1000	.24	to hold incentive tags	240.00
orange aluminum dog tag	100	.21	reward for first 25 words	21.00
purple aluminum dog tag	100	.21	reward for 50 word level	21.00
red aluminum dog tag	800	.12	reward for 200 word level	96.00
blue aluminum dog tag	800	.12	reward for 400 word level	96.00
green aluminum dog tag	800	.12	reward for 600 word level	96.00
silver aluminum dog tag	800	.12	reward for 800 word level	96.00
gold aluminum dog tag	800	.12	reward for 1000 word level	96.00
key rings	400	.16	to hold incentive tags	64.00
red octagan tags	400	.12	reward for 100 phrases	48.00
green star tags	400	.12	reward for 200 phrases	48.00
gold diamond tags	400	.12	reward for 300 phrases	48.00
shipping costs	1	30.00	delivery costs	30.00

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
banner	1	55.00	3 ft by 6 ft banner for advertisement	55.00
6 ft sandwich	5	50.00	5 dinners for 5 workshops	250.00
3 ft sandwich	5	33.00	5 dinners for 5 workshops	165.00
water	30	5.00	30/36pks of water for 15 workshops	150.00
5 dozen cookies	5	12.00	5 dinners for 5 workshops	60.00
2 liter soda	60	1.00	refreshments for 15 workshops	60.00
XL pizza	30	8.50	5 dinners for 5 workshops	255.00
salad	5	3.00	5 dinners for 5 workshops	15.00
salt	1	2.00	condiment	2.00
pepper	2	2.00	condiment	4.00
dressing	10	2.50	condiment for 5 workshops	25.00
ice	15	2.00	ice for 15 workshops	30.00
9 oz cups	800	8.00	4/200 pk cups for 15 workshops	32.00
forks	900	8.00	3/300 pk forks for 15 workshops	32.00
napkins	1	8.00	4/330 ct pkg for 15 workshops	8.00
bowls	300	6.00	2/150 pk for 5 workshops	12.00
chicken	500	59.00	5/100 piece tray for 5 workshops	295.00
ketchup	3	6.00	3/ 44oz ketchup for 5 workshops	6.00
french fries	62.5 lbs	2.48	5/ 12.5 lbs for 5 workshops	156.00
1" binder	60	2.30	3 ring binders to hold homework	138.00
highlighters	60	2.00	10/ 6 pk for use during workshops	20.00
pens	120	6.00	10/ 12 pk for take home & use during workshops	60.00
wirebound notebook	60	1.00	for participants to write notes	60.00
target gift cards	11	10.00	gift cards to raffle at 11 workshops	110.00

Exhibit “B”

Name of School: _____

Project Name: _____

Person Preparing Report: _____

Title: _____

Phone number: _____

Reporting Date: _____

Was this project completed? ☐ Yes ☐ No

Date completed: 2-24-81

Number of school staff and parent volunteers this month: _____

Number of school staff and parents that attended an event this month: _____

Describe your project and its accomplishments: _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
James Bilbray Elementary School**

THIS AGREEMENT, made and entered into this 3rd day of October, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and James Bilbray Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **9370 Brent Lane, Las Vegas, NV 89143**

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2007-2008 PALS-funded programs known as Drama Club, Literacy Night, Parent Involved in Education and Nevada Reading Week that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$4,000.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Drama Club – Host a combination of various performing arts.
- Literacy Night – Host a family event to promote reading at home.
- Parent Involved in Education – Host an evening to review the school's improvement plan.
- Nevada Reading Week – Host activities for Nevada Reading Week facilitated by volunteer parents and school staff.

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Gayle Jefferson, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 8, 2007** or the date first written above, until **May 16, 2008**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT"

for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 8, 2007**, or the date first written above, through **May 16, 2008**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2007-2008**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 8, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing

insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY,

the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of a **May 16, 2008** 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 **2007-2008** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **9370 Brent Lane, Las Vegas, NV 89143.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

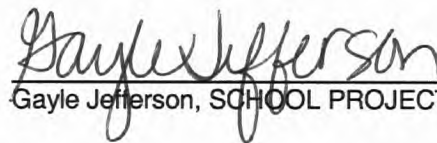
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted,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

James Bilbray Elementary School, "SUBRECIPIENT"


Gayle Jefferson, SCHOOL PROJECT LEADER

ATTEST:


BEVERLY K. BRIDGES, CMC, CITY CLERK

ATTEST:

COUNCIL ACTION: 10-3-07

APPROVED AS TO FORM:

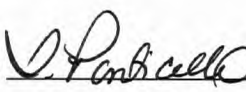

10/8/07

Exhibit “A”

X \$15.00 per hour = Total Volunteer Match				95

P. Parent Participation Match

List the total number of parents you anticipate will participate in the project's activities.

[illegible]

4500

~~300~~

List all cash donations, donated materials/supplies and professional services your school will or has received for this project. A Letter of Intent must be completed by the organization or person making the donation.

List all cash donations, donated materials/supplies and professional services your school will or has received for this project. A Letter of Intent must be completed by the organization or person making the donation.

6

Itemized list of supplies to be purchased (attach additional sheets as needed):

X \$15.00 per hour = Total Volunteer Match				480

P. Parent Participation Match

List the total number of parents you anticipate will participate in the project's activities.

[illegible]

X \$15.00 per hour = Total Volunteer Match				450

Q. Donated supplies and professional services

List all cash donations, donated materials/supplies and professional services your school will or has received for this project. A Letter of Intent must be completed by the organization or person making the donation.

[illegible]

Total			

\$1000
total

\$1000
total

\$1000
total

			/
Total			

Total				\$2000

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

25

X \$15.00 per hour = Total Volunteer Match				53

P. Parent Participation Match

List the total number of parents you anticipate will participate in the project's activities.

[illegible]

2250

Exhibit “B”

Describe your project and its accomplishments: _____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Kay Carl Elementary School**

THIS AGREEMENT, made and entered into this 3rd day of October, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Kay Carl Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **5625 Corbett Street, Las Vegas, NV 89130**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2007-2008 PALS-funded programs known as **A Night at the Museum, Fine Arts Festival: Music, Movement and Art, and Pre-Kindergarten Literacy** that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$3,610.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- A Night at the Museum – Host a family literacy night focused on three areas of interest.
- Fine Arts Festival: Music, Movement and Art – Host an event integrating artwork, movement and music.
- Pre-Kindergarten Literacy – Literacy training and parental involvement will be utilized for young students with disabilities, aged 3-5.

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Brenda Swann, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 8, 2007** or the date first written above, until **May 16, 2008**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT"

for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 8, 2007**, or the date first written above, through **May 16, 2008**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2007-2008**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 8, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing

insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY,

the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

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

C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

E. PROGRAM BUDGET

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

F. METHOD OF PAYMENT

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

G. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to that portion for other Projects/programs operating under the CITY's PALS Program. An extension of a **May 16, 2008** 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 **2007-2008** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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

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

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY CITY

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

B. TERMINATION

If "SUBRECIPIENT" fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to "SUBRECIPIENT" at **5625 Corbett Street, Las Vegas, NV 89130.**

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

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

CITY OF LAS VEGAS

Kay Carl Elementary School, "SUBRECIPIENT"


Stephen Harsin, Director


Brenda Swann, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


BEVERLY K. BRIDGES, CMC, CITY CLERK

COUNCIL ACTION: 10-3-07

APPROVED AS TO FORM: V. Pincello 10/8/07

Exhibit “A”

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Contra bass in the pitch of "G"	1	160.05	Instrument Ensemble	171.25
Altoxylophone	1	355.85	Instrument Ensemble	380.75
Sopranoxylophone	1	266.20	Instrument Ensemble	284.83
Mallets	1 pair	36.95	Instrument Ensemble	36.95
Mallets	3 pair	14.40	Instrument Ensemble	46.22
			Total	920.00
Stop Watch GK71-528	1	84.95	Jump Rope Team	84.95
Jump Ropes GK10-091	6	13.95	Jump Rope Team	83.70
Playground Balls GK71-280	2	19.95	Jump Rope Team	39.90
Jump Ropes GK11-847	2	7.95	Jump Rope Team	15.90
Volley Balls GK61-265	2	49.95	Jump Rope Team	99.90
Whistles	1 Package	29.95	Jump Rope Team	29.95
Utility Balls GK47-011	6	45.95	Jump Rope Team	275.70
			Total -15% discount	739.25
Pack of 5 Canvases	1	103.99	Art Show	103.99
Economy Brush Set	1	54.00	Art Show	54.00
Staple Kit-Powershot	1	39.99	Art Show	39.99
White Blockout 1088	2	12.89	Art Show	25.78
Black Mars COO71-2048	2	12.89	Art Show	25.78
Red Flourescent COO711-3218	2	12.89	Art Show	25.78

Blue Fluorescent COO711-4218	2	12.89	Art Show	25.78
Yellow Flourescent COO711-4218	2	12.89	Art Show	25.78
Green Fluorescent COO711-7268	2	12.89	Art Show	25.78
Purple/Violet COO711-6508	2	12.89	Art Show	25.78
Orange Flourescent COO711-4558	2	12.89	Art Show	25.78
Lockable Pump	1	24.72	Art Show	24.72
Woodless Color Pencils	24 sets	8.49	Art Show	203.76
Hardwood Manikins	16	4.50	Art Show	72.00

$$\begin{array}{r}
 \$1225.32 \\
 + \quad 429.38 \\
 \hline
 2254.70
 \end{array}$$
 Total 2124.25 *as stated New Total 429.38*

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Honor Choir Rehearsals	10	1	20	200
Instrument Ensemble Rehearsals	12	1	20	200
Jump Rope Group Rehearsals	10	1	33	264
Folk Dancing Group Rehearsals	10	1	33	264

8/20/07
\$1220.

X \$15.00 per hour = Total Volunteer Match 3000.00

Q. Donated supplies and professional services

List all cash donations, donated materials/supplies and professional services your school will or has received for this project. A Letter of Intent must be completed by the organization or person making the donation.

[illegible]

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

Item	Quantity	Cost per item	Purpose	Total Cost
Innovative Educators www.innovative-educators.com				
HS129	1 Set	124.60	Special Needs Books Set	124.60
HS929	1 Set	39.93	Getting along and sharing books set	39.93
HS147	1 Set	79.75	The way I feel book set	79.75
PBS479	1 Set	79.50	Colors Book Set	79.50
PBS481	1 Set	47.70	Shapes	47.70
PBS492	1 Set	58.51	Multicultural Stories	58.51
PBS551	1 Set	30.88	Feelings Book Set	30.88
PBS546	1 Set	58.55	Alphabet Stories	58.55
PBS501	1 Set	56.94	Math Fun	56.94
BBS751	1 Set	206.33	Classroom Favorites Big Books 2	206.33
BBS871	1 Set	206.30	Classroom Favorites Big Books 3	206.30
BBS695	1 Set	208.05	Classroom Favorites Big Books 4	208.05
RKP208	1 Set	350.00	Pre-K Take Home Literacy Program	350.00
RB214	1 Book	29.95	Complete Book of Rhymes and Songs	29.95
RB127	1 Book	19.95	Literacy Play	19.95
			Subtotal	1811.31
			Shipping 10%	181.31
			Total	1992.44
Childcraft Literacy, Math, & Science Catalog 2007 Preschool to Grade 2				
Book Browser Cart 412999	1 Unit	299.99	Organize Literacy Materials	299.99

1478.26
 + 124.99
 1603.25
 Correct 7/30/07

Big Book Browser 581502	1 Unit	129.99	Organize Book Books	129.99
			Subtotal	429.98
			Free Shipping on orders over 59.00	
			Total	2,422.42

22-42

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

W-1307

[illegible]

X \$15.00 per hour = Total Volunteer Match	5,400.00
---	-----------------

P. Parent Participation Match

List the total number of parents you anticipate will participate in the project's activities.

[illegible]

10,800

X \$15.00 per hour = Total Volunteer Match 10,800.

Q. Donated supplies and professional services

List all cash donations, donated materials/supplies and professional services your school will or has received for this project. A Letter of Intent must be completed by the organization or person making the donation.

[illegible]

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

X \$15.00 per hour = Total Volunteer Match **4,650.00**

P. Parent Participation Match

List the total number of parents you anticipate will participate in the project's activities.

Activity	Number of participating parents	Number of hours	Number of times per year	Total hours for this activity
School and Community Performances	100	1	15	1500

22500

X \$15.00 per hour = Total Volunteer Match				22500.00

Q. Donated supplies and professional services

List all cash donations, donated materials/supplies and professional services your school will or has received for this project. A Letter of Intent must be completed by the organization or person making the donation.

Donation	Donor	Purpose	Value

[illegible]

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

7/29/07

746.61

Total	766.41
-------	--------

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

1500

1,500.00

P. Parent Participation Match

List the total number of parents you anticipate will participate in the project's activities.

[illegible]

3,000.00

Q. Donated supplies and professional services

List all cash donations, donated materials/supplies and professional services your school will or has received for this project. A Letter of Intent must be completed by the organization or person making the donation.

[illegible]

Exhibit “B”

Describe your project and its accomplishments:_____

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

**Parents As Learning Support Agreement
Between the City Of Las Vegas and
Kitty McDonough Ward Elementary School**

THIS AGREEMENT, made and entered into this 17th day of October, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and Kitty McDonough Ward Elementary School, a Clark County School District elementary school duly organized under the laws of the State of Nevada, hereinafter referred to as "SUBRECIPIENT," whose primary mailing address at the date of execution is **5555 Horse Drive, Las Vegas, NV 89131**.

WITNESSETH

WHEREAS, the CITY has allocated funds for the Parents As Learning Support program, hereinafter referred to as "PALS"; and

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

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

- To assist school staff and administrators with establishing parents and school staff as partners in defining and addressing student needs
- To assist schools with identifying unengaged parents and developing strategies for involving them in school activities
- To improve student achievement
- To involve parents in a variety of functions/roles in the school
- To create a support system of families, school staff and community leaders who take responsibility for the safety and well-being of all students attending their school

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

I. SCOPE OF SERVICE

A. ACTIVITIES

"SUBRECIPIENT" will be responsible for administering FY2007-2008 PALS-funded programs known as Kitty Ward Paw Print Volunteer Program and Movies Under the Stars/Parenting Classes that provide activities eligible under the Parents As Learning Support Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$4,000.00** in PALS funds to be allocated in accordance with the Program Budgets as detailed in Exhibit "A," attached. "SUBRECIPIENT" hereby agrees to utilize said PALS funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available.

B. PROGRAM DESCRIPTION

1. Scope of Services to be Provided

Purpose of Services:

Funding will be used to plan and implement school based projects to increase parent involvement in school activities and increase communication between parents and school staff.

Tasks to be Performed:

- Kitty Ward Paw Print Volunteer Program – Host activities aimed at increasing volunteer parent participation.
- Movies Under the Stars/Parenting Classes – Host a series of family movie nights and parent educational programs.

Level of Service to be Provided:

Projects will increase the number of parent volunteers and provide parents with an active role in their student's education and development.

Measurable Goals for Grant period:

- Number of parent volunteers
- Number of participating parents

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

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

Lee Douglas, School Project Team Leader, or a designee chosen at the discretion of SUBRECIPIENT.

C. PROGRAM REPORTING

"SUBRECIPIENT" will be required to collect for and provide to the CITY Program accomplishments and usage records beginning **October 8, 2007** or the date first written above, until **May 16, 2008**, unless this Agreement is modified at the express consent of the CITY and "SUBRECIPIENT." "SUBRECIPIENT" shall submit, on a monthly basis, and on occasion upon request of the CITY, a Monthly Progress Report, Project Evaluation Reports and Volunteer Hour Logs, the forms for which are attached as Exhibit "B". These reports shall accompany each request for expenditure or reimbursement of funds. Failure to submit said reports in a timely manner may delay purchases or reimbursement to "SUBRECIPIENT" for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

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

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

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

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

D. TIME OF PERFORMANCE

This Agreement provides for PALS funding of "SUBRECIPIENT" program rendered in accordance with this Agreement from **October 8, 2007**, or the date first written above, through **May 16, 2008**. The CITY shall bear no liability to fund or provide payment for "SUBRECIPIENT" program services in the event that no PALS grant award funds are received during fiscal year **2007-2008**. Furthermore, the CITY shall be liable only for payment proportional to the extent that PALS grant award funds are appropriated and allocated by the CITY. "SUBRECIPIENT" program expenses incurred after **October 8, 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 PALS funding.

C. INDEMNIFICATION

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

D. LIMIT ON ASSIGNMENT OF INTEREST

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

E. ON-SITE MONITORING

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

F. ACCESS TO RECORDS

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

G. INSURANCE

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

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

III. OTHER GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

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

B. POLITICAL ACTIVITIES

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

C. PROGRAM INCOME

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

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

D. DISPOSITION OF PROGRAM INCOME

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

E. EXPIRATION OR REVOCATION OF AGREEMENT

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

IV. FINANCIAL MANAGEMENT

A. REIMBURSEMENT

The CITY shall reimburse the "SUBRECIPIENT" only for expenses paid or incurred as outlined in Exhibit A, provided the expenditures are made after the Project's start date and before the completion date as indicated in Section I.D. Subject to the approval of the CITY, the CITY may make direct payment to vendors, using a procurement credit card "P-Card" for purchases less than \$1,000 or a Direct Payment Request "DPR" for purchases greater than \$1,000, in the event "SUBRECIPIENT" does not have sufficient funds to utilize reimbursement process.

B. DOCUMENTATION OF COSTS

Project Progress Report shall be submitted by the "SUBRECIPIENT" with Supporting Documentation form to the CITY. All costs submitted to CITY for reimbursement or vendor

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C. FINANCIAL RECORDKEEPING

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

D. RECORDS

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

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

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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 PALS Program. An extension of a **May 16, 2008** deadline may be authorized in writing by the CITY Neighborhood Services Director or other designee of the Neighborhood Services Director.

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Expenditures charged to CITY fiscal year **2007-2008** PALS funds will be accounted for in a ledger separate from all other revenue sources. These records shall be maintained by "SUBRECIPIENT."

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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 **5555 Horse 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

Kitty McDonough Ward Elementary School,
"SUBRECIPIENT"


Stephen Harsin, Director


Lee Douglas, SCHOOL PROJECT LEADER

ATTEST:

ATTEST:


BEVERLY K. BRIDGES, CMC, CITY CLERK

COUNCIL ACTION: 10-3-07

APPROVED AS TO FORM: V. Pambicello 10/10/07

Exhibit “A”

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

2130107

2000

X \$15.00 per hour = Total Volunteer Match				\$5625

P. Parent Participation Match

List the total number of parents you anticipate will participate in the project's activities.

[illegible]

11250 130107

X \$15.00 per hour = Total Volunteer Match \$112500

List all cash donations, donated materials/supplies and professional services your school will or has received for this project. A Letter of Intent must be completed by the organization or person making the donation.

6

Total			0

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

2000

\$2000.

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

an
21320

152000

\$15,000.

P. Parent Participation Match

List the total number of parents you anticipate will participate in the project's activities.

[illegible]

7/30/07
60,000

		Total	0

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

2016

200

\$2000.

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

[illegible]

over 750000

\$900.

List the total number of parents you anticipate will participate in the project's activities.

[illegible]

103.50

X \$15.00 per hour = Total Volunteer Match				\$10,350

\$10,350

List all cash donations, donated materials/supplies and professional services your school will or has received for this project. A Letter of Intent must be completed by the organization or person making the donation.

		Total	0

N. Project Budget

Itemized list of supplies to be purchased (attach additional sheets as needed):

[illegible]

O. Volunteer Match

List the total hours parent volunteers and volunteer school staff will spend planning and implementing this project.

Activity	Number of volunteers	Number of hours	Number of times per year	Total hours for this activity
Math nights	10	5	9	450
X \$15.00 per hour = Total Volunteer Match				\$6750.

P. Parent Participation Match

List the total number of parents you anticipate will participate in the project's activities.

Activity	Number of participating parents	Number of hours	Number of times per year	Total hours for this activity
Math nights	50	2	9	900
X \$15.00 per hour = Total Volunteer Match				\$13500.

Q. Donated supplies and professional services

List all cash donations, donated materials/supplies and professional services your school will or has received for this project. A Letter of Intent must be completed by the organization or person making the donation.

[illegible]

Exhibit “B”

Name of School: _____

Person Preparing Report: _____

Title: _____

Phone number: _____

Reporting Date: _____

Was this project completed? ☐ Yes ☐ No

Date completed: 28 JAN 1968

Number of school staff and parent volunteers this month: _____

Number of school staff and parents that attended an event this month: _____

Describe your project and its accomplishments:

City of Las Vegas PALS Volunteer Hour Log

Name of School: _____ (please use our forms)

Name of Project: _____

[illegible]

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 3, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN K. HARSIN

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Deferred Loan Agreement for expending \$46,000 of Home Investment Partnership Program (HOME) funds for housing rehabilitation assistance at 3217 Venus Circle.

PROPERTY OWNER: Dean Lino - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$46,000

Funding Source: HOME

Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:

Mr. Lino is a married homeowner with an annual household income of \$34,920 which qualifies him for a HOME funded Deferred Housing Rehabilitation Loan as the combined household income is less than 80% of the average median income for a two member household, established by the U.S. Department of Housing and Urban Development (HUD). The Lino residence is in need of a new roofing system, new mechanical system, lead-based paint remediation, new windows, smoke detectors, GFCI's, exterior insulation and stucco finish, plumbing and electrical repairs, drywall repair, cabinetry repair and demolition. The requested funding will cover the construction cost to the lowest, responsive bidding contractor, work contract contingency, preliminary title report, credit report, real estate appraisal fee, recording fee, and Neighborhood Development Division administrative fees.

RECOMMENDATION:

Staff recommends that Council approve the agreement and authorize the Mayor to execute the Deferred Loan Agreement with the homeowner upon approval of the City Attorney.

BACKUP DOCUMENTATION:

Deferred Loan Agreement

AMENDMENT ATTACHED

Motion made by GARY REESE to Approve Items 11-33 and 35-40

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

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

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of October 3, 2007

Date Submitted: May 15, 2008

Amendment to Item #35

NOTE: Subsequent to the finalization of the Minutes, an executed Amended Deferred Loan Agreement was made a part of the final Minutes.

Submitted By: Stacey Campbell

Signature: Wesley Darling
City Clerk or Chief Deputy

Date: May 16, 2008

AMENDED DEFERRED LOAN AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of April, 2008, by and between the City of Las Vegas, a municipal corporation of the State of Nevada, (herein the "City"), and Dean Lino, (herein the "Owner").

WITNESSETH:

WHEREAS, Clark County, Nevada, (herein the "County") has entered into a Grant Agreement with the United States Department of Housing and Urban Development, (herein "HUD") for participation in the Home Investment Partnerships Program, (herein the "HOME Program"), under 24 CFR Part 92 as amended; and

WHEREAS, the County as the Entitlement Grantee for the HOME Program is responsible for planning, administration, implementation and evaluation of the program; and

WHEREAS, the City has entered into an Interlocal Agreement with the County for the purpose of creating a HOME Program Consortium (herein the "Consortium") wherein the City is entitled to participate in a pro rata share of all HOME Program funds allocated to and administered by the County; and

WHEREAS, the County pursuant to the terms and conditions of the Interlocal Agreement with the City shall transfer HOME Program funds to the City; and

WHEREAS, the City, through the Neighborhood Development Division of the Neighborhood Services Department, has established a Residential Rehabilitation Deferred Loan Program (Loan Program) to enable low-to-moderate income homeowners who reside in their homes within the City of Las Vegas to obtain loans from the City to assist homeowners in making their homes safe and livable; and

WHEREAS, the Owner is the resident of certain improved real property located in the City of Las Vegas, Nevada, commonly known as 3217 Venus Circle, which more particularly described as College Park #24, Plat Book 9 Page 25, Lot 7 Block 8, City of Las Vegas, County of Clark, State of Nevada, which serves as the Owner's home (hereafter "Owner's home" or "Property"); and

WHEREAS, the Owner desires to have certain rehabilitation work performed on the Owner's home which is described as follows to wit: New roofing system, new mechanical system, new windows, Exterior Insulation and Finish (EIFS), smoke detectors, GFCI's, plumbing and electrical repairs, new electric service panel, drywall repair, cabinetry repair, patio cover demolition, lead-based paint remediation, (hereinafter "Rehabilitation Work"); and

WHEREAS, the Owner desires to obtain from the City a loan which is to be used solely for the Rehabilitation Work of the Owner's home;

NOW, THEREFORE, it is mutually agreed by and between the parties that:

1. The City agrees to lend to the Owner, and the Owner agrees to borrow from the City, the sum of Forty one thousand four hundred fifty seven and 50/100--Dollars (\$41,457.50) (herein the "HOME Program Loan") which amount is based on the estimated cost of the labor and materials required for the Rehabilitation Work on the Owner's home.

2. The Owner agrees to execute any contract required to effect completion of the Rehabilitation Work on the Owner's home. Changes in the amounts to be paid for the labor and/or materials shall be authorized only by a written Change Order, which must be signed by the Owner and the contractor performing the Rehabilitation Work, but in no event shall any Change Order be executed without written approval of the City's Neighborhood Development Division. In the event that the Change Order changes the amount of the contract entered into for the Rehabilitation Work, the Loan will be adjusted accordingly unless the Change Order is not approved by the City.

3. The Owner agrees that the proceeds of the HOME Program Loan will be used solely for the rehabilitation of the Owner's home.

4. The Owner agrees to execute the Promissory Note and Deed of Trust, copies of which are attached hereto as Exhibits "A" and "B" in favor of the City and to repay the HOME Program Loan in accordance with the provisions of the Promissory Note. If, upon completion of the Rehabilitation Work, the amount expended for the Rehabilitation Work varies from the sum of \$41,457.50, the Owner agrees to execute a revised Promissory Note and Deed of Trust, if necessary, so that the amount of the indebtedness concurs with the amount expended for the Rehabilitation Work.

5. The Owner agrees to obtain and maintain policies of fire, hazard and flood insurance (where required) for the Owner's home, specifically the building and its contents in the minimum amount of \$41,457.50. With respect to such insurance, the Owner further agrees to:

a. Name the City as an additional insured party on the policies, as the City's interest may appear;

b. Adjust as needed the amount of insurance coverage expressly required to be maintained by this Paragraph 5 so as to reflect the reconstruction or replacement costs of the Owner's home;

c. Furnish to the City annually certificates of insurance demonstrating that the foregoing insurance requirement in the sum stated is in effect;

d. Notify the City ten (10) days prior to any material change in insurance coverage or of a cancellation or an impending lapse of such coverage; and

e. Maintain such insurance identifying the City as an additional insured party on the Owner's home until the termination of this Agreement.

6. The Owner understands and agrees that the Loan is for the benefit of the Owner only and only as long as the Owner actually lives in Owner's home. In the event that all or any part of the improved real property that is the subject of this Agreement or an interest therein is sold, transferred or otherwise alienated, or if the Owner ceases to live in the Owner's home, the total amount of the Loan, without interest shall, at the discretion of the City, be immediately due and payable.

7. The Owner acknowledges that the loan is comprised of federal HOME funds. The Owner further understands and agrees that the City of Las Vegas requires that unit (Owner's home) assisted with federal funds remain affordable until the Owner's home is sold, transferred or otherwise alienated and the subsidy provided by federal funds is recaptured. Owner agrees to execute the Promissory Note and a Deed of Trust of even date herewith granting the property of Owner's home in favor of City of Las Vegas, State of Nevada ("Deed of Trust") and to comply with and/or acknowledge the following deed restrictions:

- (1) The term of compliance is 10 years.
- (2) The Property must be used as the Owner's principal home.
- (3) No temporary subleases of Owner's home are allowed;
- (4) Federal funds, which comprise the loan, must be recaptured upon sale, transfer or change of ownership of Owner's home.
- (5) Should the Trustor lose possession of the property through foreclosure, the City must be properly notified by a Request for Notice of Default and a written notice from the Trustor submitted in a timely manner in order that the City be included in the division of net proceeds from the foreclosure sale and this amount will satisfy the repayment of the HOME Program funds.
- (6) The estimated value of the Property, after rehabilitation, does not exceed 95 percent of the median price for the area where the property is located.

8. The City will not subordinate its lien position for future lending except in the following circumstances: (1) to refinance an existing mortgage to a lower interest rate to reduce their monthly payment or (2) in the event of the death of the owner and the property is being refinanced to allow a new income eligible family member to acquire the property. Home equity loans will only be allowed if the financier of the loan is willing to take a subordinate position to the City's lien. Bill consolidation loans, new higher mortgages, or loans that result in the Owner receiving cash as a result of the new increased value of the asset will not be approved for subordination. An approved subordination will be allowed once during the affordability period.

9. Owner agrees to indemnify and save the City, its officers, employees and agents (collectively "City"), harmless from and against any claims or causes of action filed against City as

a result from, related to, or arising out of Owner's action or inaction concerning the Rehabilitation work on Owner's home.

10. According to Executive Order 13166, enacted on August 11, 2000, it is mandated that the federal government reduce barriers to limited English proficiency ("LEP") persons with regard to federal benefits. The City, as a recipient of HUD assistance funds, directly or indirectly, is subject to said Executive Order and Title VI, Civil Rights protections, as a condition of receiving these federal funds. The failure to ensure limited English proficiency (LEP) persons access to HUD benefits may violate Title VI based upon national origin.

11. MISCELLANEOUS PROVISIONS

A. NOTICES

Any notice or other communication required or permitted to be given under this Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

CITY

City of Las Vegas
Attention: Director,
Neighborhood Services Department
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

OWNER:

Dean Lino
3217 Venus Circle
Las Vegas, NV 89101

B. AMENDMENTS

This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

C. TIME OF THE ESSENCE

Time is of the essence of this Agreement and each and every term, condition and provision hereof.

D. NO WAIVER

No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

E. COUNTERPARTS

This agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original.

F. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

G. HEADINGS AND INTERPRETATION

Headings used in this agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related thereto.

H. CHOICE OF LAW

This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

1. SEVERABILITY

If any term, covenant, condition or provision of this agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder or the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

J. ATTORNEY'S FEES

In the event that any party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, in the

prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief awarded.

K. ASSIGNMENT

This agreement may not be assigned without the written consent of the City.

L. DISCLOSURE OF PRINCIPALS. Pursuant to resolution R-105-99 adopted by the City Council effective October 1, 1999, (Owner's name) warrants that it has disclosed, on the form attached hereto as Exhibit C, all principals, including, partners of Owner or anyone acquiring an interest in Owner's home, as well as all persons and entities holding more than 1% interest in Owner's home or any principal of the company acquiring Owner's home. Throughout the term hereof, Owner shall notify in writing of any material change in the above disclosure within 15 days of any such change.

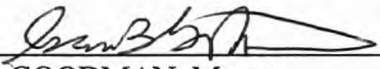
M. RIGHT TO REVIEW AND AUDIT

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

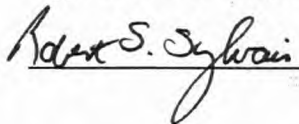
CITY OF LAS VEGAS

BY: 
OSCAR B. GOODMAN, Mayor

ATTEST:


By: Beverly K. Bridges, CMC
City Clerk

Approved as to form:

 4-24-08
Date

Original City Council approval was
received on October 3, 2007.


Dean Lino, Owner

Exhibit "A"

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD DEVELOPMENT DIVISION**

**AMENDED PROMISSORY NOTE SECURED BY DEED OF TRUST
DEFERRED LOAN
(OWNER-OCCUPIED REHAB PROGRAM)**

PROPERTY: 3217 Venus Circle AMOUNT: \$41,457.50

FOR VALUE RECEIVED, the undersigned promise(s) to pay to the CITY OF LAS VEGAS, at its office at 400 East Stewart, Las Vegas, Nevada 89101, the principal sum of Forty one thousand four hundred fifty seven and 50/100--Dollars (\$41,457.50) without interest, upon the occurrence of either of the following two conditions:

1. The undersigned ceases to reside on the real property which is pledged as security for the indebtedness herein by means of a certain Amended Deed of Trust of even date herewith.
2. All or any part of the aforesaid property, or any interest therein, is sold or transferred.
3. The Owner acknowledges that the loan is comprised of federal HOME funds. The Owner further understands and agrees that the City of Las Vegas requires that the unit (Owner's Home) assisted with federal funds remain affordable until the Owner's Home is sold, transferred or otherwise alienated and the subsidy provided by federal funds is recaptured. Owner agrees to execute the Promissory Note and an Amended Deed of Trust of even date herewith granting the property of Owner's Home in favor of City of Las Vegas, State of Nevada ("Amended Deed of Trust") and to comply with and/or acknowledge the following deed restrictions:
 - (1) The term of compliance is 10 years.
 - (2) The Property must be used as the Owner's principal home.
 - (3) No temporary subleases of Owner's home are allowed.
 - (4) Federal funds which comprise the loan must be recaptured upon sale, transfer or change of ownership of Owner's home.
 - (5) Should the Homebuyer lose possession of the property through foreclosure, the City of Las Vegas must be properly notified in a timely manner in order

to be included in the division of net proceeds of the property (if any), and this amount will satisfy the repayment of the HOME investment.

- (6) The estimated value of the Property, after rehabilitation, does not exceed 95 percent of the median price for the area where the property is located.

In the event that any of the aforesaid conditions occur, the holder of the NOTE may without notice at its option, declare said indebtedness at once due and payable, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any time.

Presentment, notice of dishonor and protest are hereby waived.

Should payment thereof not be made when due, the undersigned further promises to pay all cost of collection, including, without limitations, attorney's fees, incurred by the City in connection herewith.

Property legally described as: College Park #24
Plat Book 9 Page 25
Lot 7 Block 8
City of Las Vegas
County of Clark
State of Nevada
Assessor's Parcel No. 139-25-611-044

and, more commonly known as 3217 VENUS CIRCLE, LAS VEGAS, NEVADA, IS THE SECURITY FOR INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE. An Amended Deed of Trust of even date herewith secures this Amended Promissory Note, and reference is made to said Amended Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Amended Promissory Note.

This NOTE shall be governed by and construed in accordance with the laws of the State of Nevada. If the undersigned is more than one, each covenant and obligation contained herein stated shall be joint and several.

DEAN LINO, BORROWER

DATE

SCHEDULE OF COSTS IN LOAN AMOUNT

Contract Amount paid to Ruitter Construction	\$40,928.50
Real Estate Appraisal	\$300.00
Preliminary Title Report	\$200.00
Recording Documents at Clark County Recorder	\$14.00
Credit Report	\$15.00

APN:139-25-611-044

Exhibit "B"

AMENDMENT TO DEED OF TRUST

THESE PRESENTS, executed at Las Vegas, Nevada, this 14th day of April, 2008, by Dean Lino and City of Las Vegas, Beneficiary.

WITNESSETH:

1. The Trustor and Beneficiary are named as such in that certain Deed of Trust recorded as Document No. 0003396 in Book No.10071015 of Official Records in the Office of the County Recorder of Clark County, Nevada. None of the Trustors or Beneficiaries has transferred any interest under or in connection with the Deed of Trust.
2. As of the date of the AMENDMENT TO DEED OF TRUST, the Beneficiary has made an additional loan of \$4,087.50 to the Trustor, which is evidenced by an Amended Promissory Note executed and delivered by the Trustor to the Beneficiary.
3. In addition to the obligations originally secured by the Deed of Trust referred to in Paragraph 1 above, it has been and is hereby mutually agreed by the Trustor and Beneficiary the Deed of Trust shall also secure performance of all of the obligations evidenced by the Amended Promissory Note referred to in Paragraph 2 above.

IN WITNESS WHEREOF, the undersigned parties have executed these presents.

Dean Lino

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this _____ day of _____ 2008,
there appeared before me, a Notary Public in
and for said County and State, _____

known to be the person(s) described in and
who executed the same freely and voluntarily
for the uses and purposes therein mentioned.

Notary Public

WHEN RECORDED MAIL TO:

City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue, 2nd floor
Las Vegas, NV 89101
Attn: Erik King

MAIL TAX STATEMENTS TO:

Dean Lino
3217 Venus Circle
Las Vegas, NV 89101

EXHIBIT "C"

DISCLOSURE OF PRINCIPALS

Owner represents and discloses that the Owner's home is owned by the Owner. Owner warrants that it shall disclose all principals, including partners of Owner, as well as all persons and entities of any principal acquiring an ownership in Owner's home. Throughout the term hereof, Owner shall notify in writing of any material change, including in the principals and partners of Owner and all persons and entities holding more than 1% interest in Owner or any principal of Owner. The changes shall be listed as follows:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. <u>Dean Lino</u>	<u>3217 Venus Circle, Las Vegas, NV 89101</u>	<u>982-0558</u>

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the following list is full and complete.

By: 
Dean Lino

Subscribed and sworn to before me this
_____ day of _____, _____

Notary Public

DEFERRED LOAN AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of OCT, 2007, by and between the city of Las Vegas, a municipal corporation of the State of Nevada, (herein the "City"), and **Dean Lino** (herein the "Owner").

WITNESSETH:

WHEREAS, Clark County, Nevada, (herein the "County") has entered into a Grant Agreement with the United States Department of Housing and Urban Development, (herein "HUD") for participation in the Home Investment Partnerships Program, (herein the "HOME Program"), under 24 CFR Part 92 as amended; and

WHEREAS, the County as the Entitlement Grantee for the HOME Program is responsible for planning, administration, implementation and evaluation of the program; and

WHEREAS, the City has entered into an Interlocal Agreement with the County for the purpose of creating a HOME Program Consortium (herein the "Consortium") wherein the City is entitled to participate in a pro rata share of all HOME Program funds allocated to and administered by the County; and

WHEREAS, the County pursuant to the terms and conditions of the Interlocal Agreement with the City shall transfer HOME Program funds to the City; and

WHEREAS, the City, through the Neighborhood Development Division of the Neighborhood Services Department, has established a Residential Rehabilitation Deferred Loan Program (Loan Program) to enable low-to-moderate income homeowners who reside in their homes within the city of Las Vegas to obtain loans from the City to assist homeowners in making their homes safe and livable; and

WHEREAS, the Owner is the resident of certain improved real property located in the city of Las Vegas, Nevada, commonly known as **3217 Venus Circle, Las Vegas, NV 89101**, which more particularly described as **College Park #24, Plat Book 9 Page 25, Lot 7 Block 8, city of Las Vegas, County of Clark, State of Nevada**, which serves as the Owner's home (hereafter "Owner's home" or "Property"); and

WHEREAS, the Owner desires to have certain rehabilitation work performed on the Owner's home which is described as follows to wit: **New roofing system, new mechanical system, Exterior Insulation and Finish System (EIFS), smoke detectors, GFCI's, plumbing and electrical repairs, new electric service panel, new windows, drywall repair, cabinetry repair, patio cover demolition, lead-based paint remediation**, (hereinafter "Rehabilitation Work"); and

WHEREAS, the Owner desires to obtain from the City a loan which is to be used solely for the Rehabilitation Work of the Owner's home;

NOW, THEREFORE, it is mutually agreed by and between the parties that:

1. The City agrees to lend to the Owner, and the Owner agrees to borrow from the City, the sum of **Thirty seven thousand three hundred seventy and no/100--Dollars (\$37,370.00)** (herein the "HOME Program Loan") which amount is based on the estimated cost of the labor and materials required for the Rehabilitation Work on the Owner's home.

2. The Owner agrees to execute any contract required to effect completion of the Rehabilitation Work on the Owner's home. Changes in the amounts to be paid for the labor and/or materials shall be authorized only by a written Change Order, which must be signed by the Owner and the contractor performing the Rehabilitation Work, but in no event shall any Change Order be executed without written approval of the city's Neighborhood Development Division. In the event that the Change Order changes the amount of the contract entered into for the Rehabilitation Work, the Loan will be adjusted accordingly unless the Change Order is not approved by the City.

3. The Owner agrees that the proceeds of the HOME Program Loan will be used solely for the rehabilitation of the Owner's home.

4. The Owner agrees to execute the Promissory Note and Deed of Trust, copies of which are attached hereto as Exhibits "A" and "B" in favor of the City and to repay the HOME Program Loan in accordance with the provisions of the Promissory Note. If, upon completion of the Rehabilitation Work, the amount expended for the Rehabilitation Work varies from the sum of \$, the Owner agrees to execute a revised Promissory Note and Deed of Trust, if necessary, so that the amount of the indebtedness concurs with the amount expended for the Rehabilitation Work.

5. The Owner agrees to obtain and maintain policies of fire, hazard and flood insurance (where required) for the Owner's home, specifically the building and its contents in the minimum amount of \$. With respect to such insurance, the Owner further agrees to:

a. Name the City as an additional insured party on the policies, as the City's interest may appear;

b. Adjust as needed the amount of insurance coverage expressly required to be maintained by this Paragraph 5 so as to reflect the reconstruction or replacement costs of the Owner's home;

c. Furnish to the City annually certificates of insurance demonstrating that the foregoing insurance requirement in the sum stated is in effect;

d. Notify the City ten (10) days prior to any material change in insurance coverage or of a cancellation or an impending lapse of such coverage; and

e. Maintain such insurance identifying the City as an additional insured party on the Owner's home until the termination of this Agreement.

6. The Owner understands and agrees that the Loan is for the benefit of the Owner only and only as long as the Owner actually lives in Owner's home. In the event that all or any part of the improved real property that is the subject of this Agreement or an interest therein is sold, transferred or otherwise alienated, or if the Owner ceases to live in the Owner's home, the total amount of the Loan, without interest shall, at the discretion of the City, be immediately due and payable.

7. The Owner acknowledges that the loan is comprised of federal HOME funds. The Owner further understands and agrees that the city of Las Vegas requires that unit (Owner's home) assisted with federal funds remain affordable until the Owner's home is sold, transferred or otherwise alienated and the subsidy provided by federal funds is recaptured. Owner agrees to execute the Promissory Note and a Deed of Trust of even date herewith granting the property of Owner's home in favor of city of Las Vegas, State of Nevada ("Deed of Trust") and to comply with and/or acknowledge the following deed restrictions:

- (1) The term of compliance is 5 years.
- (2) The Property must be used as the Owner's principal home.
- (3) No temporary subleases of Owner's home are allowed;
- (4) Federal funds, which comprise the loan, must be recaptured upon sale, transfer or change of ownership of Owner's home.
- (5) Should the Trustor lose possession of the property through foreclosure, the City must be properly notified by a Request for Notice of Default and a written notice from the Trustor submitted in a timely manner in order that the City be included in the division of net proceeds from the foreclosure sale and this amount will satisfy the repayment of the HOME Program funds.
- (6) The estimated value of the Property, after rehabilitation, does not exceed 95 percent of the median price for the area where the property is located.

8. The City will not subordinate its lien position for future lending except in the following circumstances: (1) to refinance an existing mortgage to a lower interest rate to reduce their monthly payment or (2) in the event of the death of the owner and the property is being refinanced to allow a new income eligible family member to acquire the property. Home equity loans will only be allowed if the financier of the loan is willing to take a subordinate position to the City's lien. Bill consolidation loans, new higher mortgages, or loans that result in the Owner receiving cash as a result of the new increased value of the asset will not be approved for subordination. An approved subordination will be allowed once during the affordability period.

9. Owner agrees to indemnify and save the City, its officers, employees and agents (collectively "City"), harmless from and against any claims or causes of action filed against City as a result from, related to, or arising out of Owner's action or inaction concerning the Rehabilitation work on Owner's home.

10. According to Executive Order 13166, enacted on August 11, 2000, it is mandated that the federal government reduce barriers to limited English proficiency ("LEP") persons with regard to federal benefits. The City, as a recipient of HUD assistance funds, directly or indirectly, is subject to said Executive Order and Title VI, Civil Rights protections, as a condition of receiving these federal funds. The failure to ensure limited English proficiency (LEP) persons access to HUD benefits may violate Title VI based upon national origin.

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Any notice or other communication required or permitted to be given under this Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

CITY

City of Las Vegas
Attention: Director,
Neighborhood Services Department
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

OWNER:

Dean Lino
3217 Venus Circle
Las Vegas, NV 89101

B. AMENDMENTS

This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

C. TIME OF THE ESSENCE

Time is of the essence of this Agreement and each and every term, condition and provision hereof.

D. NO WAIVER

No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

E. COUNTERPARTS

This agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original.

F. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

G. HEADINGS AND INTERPRETATION

Headings used in this agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related thereto.

H. CHOICE OF LAW

This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

1. SEVERABILITY

If any term, covenant, condition or provision of this agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder or the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

J. ATTORNEY'S FEES

In the event that any party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, in the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief awarded.

K. ASSIGNMENT

This agreement may not be assigned without the written consent of the City.

L. DISCLOSURE OF PRINCIPALS. Pursuant to resolution R-105-99 adopted by the City Council effective October 1, 1999, (Owner's name) warrants that it has disclosed, on the form attached hereto as Exhibit C, all principals, including, partners of Owner or anyone acquiring an interest in Owner's home, as well as all persons and entities holding more than 1% interest in Owner's home or any principal of the company acquiring Owner's home. Throughout the term hereof, Owner shall notify in writing of any material change in the above disclosure within 15 days of any such change.

M. RIGHT TO REVIEW AND AUDIT

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

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

The Owners further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

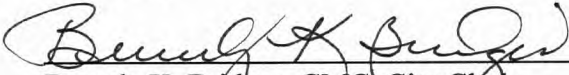
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF LAS VEGAS



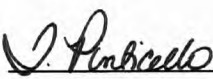
Oscar B. Goodman, Mayor

ATTEST:

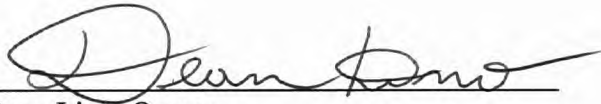


Beverly K. Bridges, CMC, City Clerk

Approved as to form:

 9/18/07

Date



Dean Lino, Owner

Exhibit "A"

**CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD DEVELOPMENT DIVISION**

**PROMISSORY NOTE SECURED BY DEED OF TRUST
DEFERRED LOAN
(OWNER-OCCUPIED REHAB PROGRAM)**

PROPERTY: 3217 Venus Circle

AMOUNT: \$37,370.00

FOR VALUE RECEIVED, the undersigned promise(s) to pay to the CITY OF LAS VEGAS, at its office at 400 East Stewart, Las Vegas, Nevada 89101, the principal sum of (\$) without interest, upon the occurrence of either of the following two conditions:

1. The undersigned ceases to reside on the real property which is pledged as security for the indebtedness herein by means of a certain Deed of Trust of even date herewith.
2. All or any part of the aforesaid property, or any interest therein, is sold or transferred.
3. The Owner acknowledges that the loan is comprised of federal HOME funds. The Owner further understands and agrees that the city of Las Vegas requires that the unit (Owner's Home) assisted with federal funds remain affordable until the Owner's Home is sold, transferred or otherwise alienated and the subsidy provided by federal funds is recaptured. Owner agrees to execute the Promissory Note and a Deed of Trust of even date herewith granting the property of Owner's Home in favor of city of Las Vegas, State of Nevada ("Deed of Trust") and to comply with and/or acknowledge the following deed restrictions:
 - (1) The term of compliance is 5 years.
 - (2) The Property must be used as the Owner's principal home.
 - (3) No temporary subleases of Owner's home are allowed.
 - (4) Federal funds which comprise the loan must be recaptured upon sale, transfer or change of ownership of Owner's home.
 - (5) Should the Homebuyer lose possession of the property through foreclosure, the city of Las Vegas must be properly notified in a timely manner in order

to be included in the division of net proceeds of the property (if any), and this amount will satisfy the repayment of the HOME investment.

- (6) The estimated value of the Property, after rehabilitation, does not exceed 95 percent of the median price for the area where the property is located.

In the event that any of the aforesaid conditions occur, the holder of the NOTE may without notice at its option, declare said indebtedness at once due and payable, and any failure to exercise said option shall not constitute a wavier of the right to exercise the same at any time.

Presentment, notice of dishonor and protest are hereby waived.

Should payment thereof not be made when due, the undersigned further promises to pay all cost of collection, including, without limitations, attorney's fees, incurred by the City in connection herewith.

Property legally described as: **College Park #24, Plat Book 9 Page 25, Lot 7 Block 8**, city of Las Vegas, Clark County, State of Nevada

Assessor's Parcel No. **139-25-611-044**

and, more commonly known as **3217 Venus Circle, Las Vegas NV 89101, IS THE SECURITY FOR INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE.** A Deed of Trust of even date herewith secures this Promissory Note, and reference is made to said Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Promissory Note.

This NOTE shall be governed by and construed in accordance with the laws of the State of Nevada. If the undersigned is more than one, each covenant and obligation contained herein stated shall be joint and several.

Dean Lino , BORROWER

DATE

SCHEDULE OF COSTS IN LOAN AMOUNT

Contract Amount paid to Ruiter Construction	\$36,841.00
Real Estate Appraisal	\$300.00
Preliminary Title Report	\$200.00
Recording Documents at Clark County Recorder	\$ 14.00
Credit Report	\$ 15.00

ADJUSTED AMOUNT

DATE

APN: 139-25-611-044

Exhibit "B"
DEED OF TRUST

(HOMEOWNER DEFERRED PAYMENT LOAN)

THIS DEED OF TRUST, made this _____ day of _____, 2007, between **Dean Lino**, herein called TRUSTOR, whose address is **3217 Venus Circle, Las Vegas, NV 89101**; and the city of Las Vegas, herein called TRUSTEE and BENEFICIARY, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department.

WITNESSETH, that TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST WITH POWER OF SALE, that property located in the city of Las Vegas, Clark County, State of Nevada described as:

College Park #24, Plat Book 9 Page 25, Lot 7 Block 8

APN: 139-25-611-044

TOGETHER WITH all appurtenances in which TRUSTOR has any interests including water rights benefiting said realty, represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the TRUSTEE shall collect the same by any lawful means in the name of the BENEFICIARY.

FOR THE PURPOSE OF SECURING (1) performance of the HOME Investment Partnership Program (herein "HOME"), Homeowner Deferred Payment Loan Agreement executed by TRUSTOR on the ____ day of _____, 2007 ("Homeowner Deferred Payment Loan Agreement") and (2) payment of any and all indebtedness evidenced by and accruing under the Promissory Note dated _____ ("Promissory Note"), in the principal sum of (\$) executed by TRUSTOR in favor of TRUSTEE, or order.

TO PROTECT THE SECURITY OF THE DEED OF TRUST, TRUSTOR AGREES:

By the execution of this Deed of Trust that those provisions included in the Homeowner Deferred Payment Loan Agreement and Promissory Note, are hereby incorporated herein by reference and made a part hereof as though fully set forth herein at

length; that the TRUSTOR or his successors will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property obligations and parties set forth in this Deed of Trust.

Beneficiary acknowledges that the Property is or will be encumbered by one deed of trust (the "First Deed of Trust") created by Trustor to provide rehabilitation services to the Trustor of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Deed of Trust. Trustee acknowledges and agrees that this Deed of Trust and all rights of Trustee hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the Beneficiary and Trustee under the First Deed of Trust. The Beneficiary under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a Trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Deed of Trust. This Deed of Trust will not be subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

FURTHER, if the Beneficiary under the First Deed of Trust, as the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Deed of Trust shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Trustee under this Deed of Trust has been given written notice of default under the First Deed of Trust and (ii) the Trustee under this Deed of Trust shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 60-day period provided in such notice sent to the Trustee.

THE TRUSTOR AGREES TO COMPLY WITH THE FOLLOWING RESTRICTIONS:

1. The term of compliance shall be 5 years;
2. The Property shall be used as Trustor's principal Home;
3. No temporary subleases of the Home are allowed;
4. Federal HOME funds used for the loan under the Promissory Note must be recaptured upon the sale, transfer or change of ownership of the Property;
5. Should the Homebuyer lose possession of the property through foreclosure, the city of Las Vegas must be properly notified in a timely manner in order to be included in the division of net proceeds of the property (if any), and this amount will satisfy the repayment of the HOME investment.
6. The estimated value of the Property, after rehabilitation, does not exceed 95 percent of the median price for the area where the Property is located.

The following covenants Nos. 11, 2, 3, 4, 5, 6, 7, 8, and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

THE UNDERSIGNED TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth:


Trustor: Dean Lino

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 2007, before me, personally appeared Dean Lino, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 2007, before me, personally appeared Dean Lino, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

WHEN RECORDED MAIL TO:
City of Las Vegas
Neighborhood Services Dept.
400 East Stewart, 2nd floor
Las Vegas, NV 89101

MAIL TAX STATEMENTS TO:
Dean Lino
3217 Venus Circle
NV 89101

EXHIBIT "C"

DISCLOSURE OF PRINCIPALS

Owner represents and discloses that the Owner's home is owned by the Owner. Owner warrants that it shall disclose all principals, including partners of Owner, as well as all persons and entities of any principal acquiring an ownership in Owner's home. Throughout the term hereof, Owner shall notify in writing of any material change, including in the principals and partners of Owner and all persons and entities holding more than 1% interest in Owner or any principal of Owner. The changes shall be listed as follows:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Dean Lino	3217 Venus Circle, Las Vegas, NV 89101	982-0558
2.		
3.		

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the following list is full and complete.

By: _____
Dean Lino, Owner

Subscribed and sworn to before me this
_____ day of _____, _____

Notary Public

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 3, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Statement of Intent regarding the Southern Nevada Regional Planning Coalition's Integrated and Interconnected Trail and Open Space System for Southern Nevada – All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The proposed Statement of Intent is intended to be the first step in addressing broadly supported recommendations contained in the Southern Nevada Regional Planning Coalition's recently approved Regional Open Space Plan, and to affirm inter-agency cooperation and commitment to a world-class regional trail and open space system. The City of Las Vegas agrees to participate in an inter-agency work group with the goal of determining feasibility, implementation processes, roles and responsibilities, and funding mechanisms that can best support implementation and maintenance of a regional trail and open space system.

This statement of intent will be signed by the Mayor on the city's behalf, along with representatives from a number of federal, state, and local entities at the upcoming Southern Nevada Open Space and Trails Summit being held at the Las Vegas Springs Preserve on October 18, 2007.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Statement of Intent
2. Draft Southern Nevada Regional Open Space and Trails Summit Agenda

Motion made by GARY REESE to Approve Items 11-33 and 35-40

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

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



Statement of Intent

Southern Nevada Regional Open Space & Trails Summit

Las Vegas, Nevada, October 18, 2007

We, the undersigned, agree to work together to define the vision of an integrated and interconnected trail and open space system for Southern Nevada.

Additionally, we agree to participate, as appropriate, in a working group with the goal of determining feasibility, implementation processes, roles and responsibilities, and funding mechanisms that can best support implementation and maintenance of a trail and open space system.

The following Agencies are Partners to the Creation and Implementation of this Statement of Intent:

City of Boulder City

City of Henderson

City of Las Vegas

City of Mesquite

City of North Las Vegas

Clark County

Clark County Regional Flood Control District

Clark County School District

Regional Transportation Commission of Southern Nevada

Southern Nevada Health District

Southern Nevada Regional Planning Coalition

Bureau of Land Management, Las Vegas Field Office

National Park Service, Lake Mead National Recreation Area

U.S. Fish and Wildlife Service, Desert National Wildlife Refuge Complex

U.S. Forest Service, Toiyabe Humboldt National Forest, Spring Mountains National Recreation Area

Signed this 18th day of October, 2007, by the following Agency Partners:

Roger Tobler, Mayor
City of Boulder City

Dated

Jim Gibson, Mayor
City of Henderson

Dated

Oscar Goodman, Mayor
City of Las Vegas

Dated

Susan Holecheck, Mayor
City of Mesquite

Dated

Michael Montandon, Mayor
City of North Las Vegas

Dated

Rory Reid, Chairman
Clark County Board of Commissioner

Dated

Larry Brown, Chairman
Clark County Regional Flood Control District

Dated

Walt Rulffes, Superintendent
Clark County School District

Dated

Jacob Snow, General Manager
Regional Transportation Commission of Southern Nevada

Dated

Dr. Lawrence Sands, Chief Health Officer
Southern Nevada Health District

Dated

Oscar Goodman, Chairman
Southern Nevada Regional Planning Coalition

Dated

Juan Palma, Field Manager
Bureau of Land Management, Las Vegas Field Office

Dated

William K. Dickinson, Superintendent
National Park Service
Lake Mead National Recreation Area

Dated

Cynthia Martinez, Project Leader
U.S. Fish and Wildlife Service
Desert National Wildlife Refuge Complex

Dated

Stephanie Phillips, Deputy Forest Supervisor
U.S. Forest Service, Toiyable Humbolt National Forest
Spring Mountains National Recreation Area

Dated



Draft Agenda
Southern Nevada Regional Open Space & Trails Summit
October 18, 2007



To be held at the Dialogue Center at the Las Vegas Springs Preserve

Summit Objectives

- Raise the political profile and support for open space and trails
- Increase public understanding and support for open space and trails
- Showcase present successes in southern Nevada
- Learn about successful programs around the country
- Dialogue on challenges and existing disconnects
- Initiate a multi-jurisdictional partnership agreement that will explore the feasibility of implementing a regional open space and trails system

7:15 am – 8:15 am

Arrival and Registration

Dialogue Center (2nd Floor meeting rooms) at the Las Vegas Springs Preserve – Desert Learning Center

8:15 am – 8:30 am

Welcome and Opening Remarks

Alan O'Neill - Executive Director, Outside Las Vegas Foundation
Las Vegas, Nevada

8:30 am – 8:50 am

Opening Address - "Landscape, Lifestyle and Leisure - Connecting With Urban America"

Emilyn Sheffield - Professor, Department of Recreation and Parks Management, California State University, Chico, California

8:50 am – 9:15 am

Keynote Address - "A National Perspective on Open Space, Trails and Smart Growth"

Charles Jordan - Chairman of the Board of Directors, The Conservation Fund, Portland, Oregon

9:15 am – 9:30 am

Break

9:30 am – 11:00 am

Panel 1: Innovative Open Space & Trail Initiatives

This panel will address how different communities have approached the development and implementation of integrated open space and trail networks.

Moderator – Chris Guinchigliani, Commissioner, Clark County Board of Commissioners, Las Vegas, Nevada

David Fisher - Executive Director, Great Rivers Greenway District, St. Louis, Missouri

The Honorable Jim Gibson - Mayor, City of Henderson, Nevada

Greg Stevinson - Chair, Jefferson County Colorado Open Space Advisory Committee, Lakewood, Colorado

Pat O'Brien - General Manager, East Bay Regional Park District, Oakland, California

11:00 am – 12:00 pm

Panel 2: A Look at the Benefits of Open Space & Trail Networks

This panel will explore the economic, social, environmental and political benefits of integrated open space and trail systems.

Moderator – Dr. Lawrence Sands, Director, Southern Nevada Health District, Las Vegas, Nevada

Terry Eastin - Executive Director, Mississippi River Trail, Little Rock, Arkansas

Tom Warden - Vice President, Howard Hughes Corporation, Las Vegas, Nevada

Scott Tucker - Retired Executive Director, Denver Urban Drainage & Flood Control District, Denver, Colorado

12:00 pm – 1:30 pm	Lunch at the Springs Amphitheater Address by the Honorable Dirk Kempthorne, Secretary of the Interior - Pending confirmation (or Lyle Lavery - Assistant Secretary for Fish, Wildlife and Parks, Department of the Interior, Washington, D.C. - <i>Confirmed</i>)
12:00 pm – 1:30 pm	Poster Session at the Dialogue Center – 1st Floor Meeting Rooms
1:30 pm – 2:30 pm	Panel 2 (Continued) Jacob Snow - Manager, Regional Transportation Commission, Las Vegas, Nevada Deborah Chavez - Director, Pacific Southwest Research Station, U.S. Forest Service, Riverside, California John Ritter - CEO, Focus Property Group, Las Vegas, Nevada
2:30 pm – 3:30 pm	Panel 3: Open Space and Trail Partnerships – This panel will highlight a variety of cutting-edge partnerships and how they are dealing with the challenges of implementing open space and trail networks. Moderator – The Honorable Michael Montandon, Mayor, City of North Las Vegas, Nevada William K. Dickinson - Chairman, Southern Nevada Agency Partnership, Las Vegas, Nevada Tom Woiwode - Director, GreenWays Initiative, Community Foundation of Southeast Michigan Brian O'Neill - Superintendent, Golden Gate National Recreation Area, San Francisco, California
3:30 pm – 3:45 pm	Break
3:45 pm – 4:45 pm	Panel 4: Where Do We Go From Here – Challenges & Opportunities Moderator – Larry Brown, Councilman, City of Las Vegas, Nevada Juan Palma - Field Manager, Bureau of Land Management, Las Vegas Field Office, Nevada The Honorable Oscar Goodman – Mayor, City of Las Vegas Chair - Southern Nevada Regional Planning Coalition, Las Vegas, Nevada Shannon Raborn - Southern Nevada Director, Office of the Honorable Senator Harry Reid, Las Vegas, Nevada Alan O'Neill - Executive Director, Outside Las Vegas Foundation
4:45 pm – 5:15 pm	Signing Ceremony – Resolution on Open Space & Trails At the Rotunda – Desert Learning Center
5:15 pm – 6:15 pm	Social Hour At the Rotunda and Courtyard Plaza – Desert Learning Center

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 3, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sewer and drainage purposes on portions of land lying within the North Half of the Southeast Quarter of Section 19, Township 19 South, Range 60 East, Mount Diablo Meridian, located along Grand Canyon Drive and Echelon Point Drive, APN 125-19-701-011 - Ward 6 (Ross)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

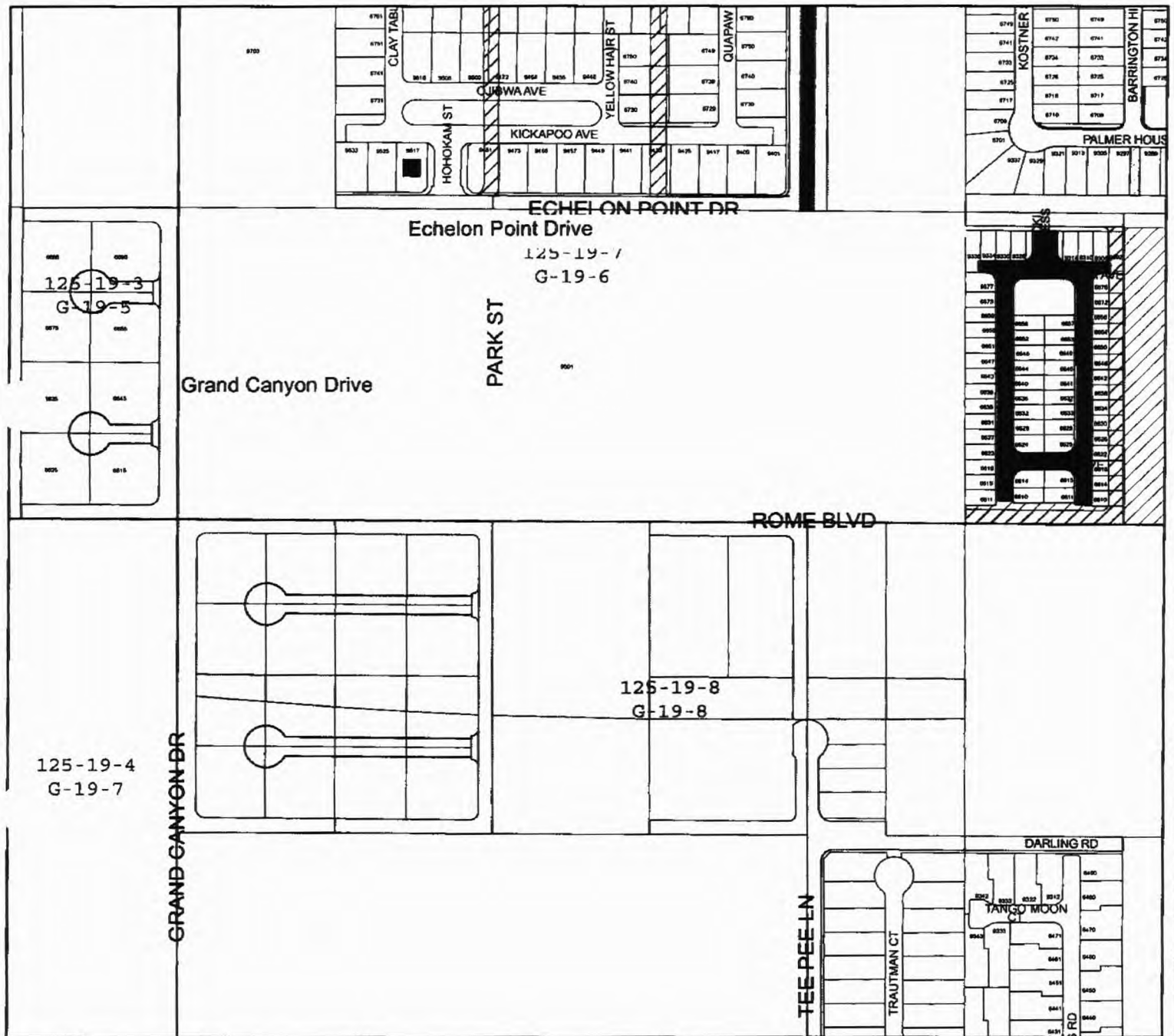
Map

Motion made by GARY REESE to Approve Items 11-33 and 35-40

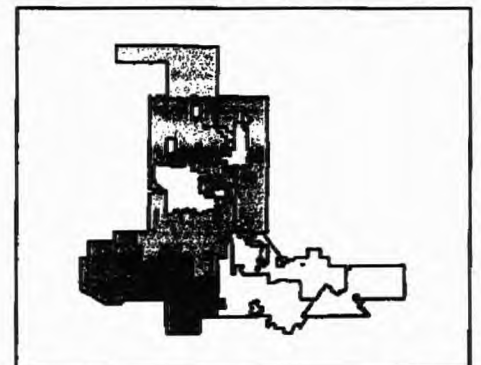
Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

BLM Grant Application, Grand Canyon Drive, for Rome Middle School



Created by: Right-of-Way 9.1 on Sep 4 2007
 Due to continuous development activity
 this map is for reference only.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 3, 2007

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of a Non-Refundable Contribution in Aid of Construction Agreement and a Rule 9 Line Extension Agreement with Nevada Power Company for the relocation of Nevada Power facilities along Grand Central Parkway as part of the Downtown Connector Bus Rapid Transit (BRT) Grand Central Parkway Phase I Improvements project (\$372,048 - Regional Transportation Commission [RTC]) - Wards 3 and 5 (Reese and Barlow)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$372,048

Funding Source: RTC

Dept./Division: Public Works/Traffic Engineering

PURPOSE/BACKGROUND:

The City of Las Vegas is constructing the Downtown Connector Bus Rapid Transit (BRT) Grand Central Parkway Phase I Improvements project on Grand Central Parkway from Iron Horse Court to City Parkway. The roadway widening to accommodate the exclusive BRT travel lane requires the relocation of existing Nevada Power facilities. Nevada Power facilities to be relocated include switches, capacitor banks, and transformers.

RECOMMENDATION:

Staff: Approval

BACKUP DOCUMENTATION:

1. Non-Refundable Contribution in Aid of Construction Agreement
2. Rule 9 Line Extension Agreement

Motion made by GARY REESE to Approve Items 11-33 and 35-40

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

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

**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract: **CIAC0000184290A**
Project No: **0000184290**
Date Prepared: **07/10/2007**

BASIS

WHEREAS, Utility owns and operates electric transmission and distribution facilities and provides electric service within Clark and Nye Counties, Nevada, in accordance with a tariff filed with and approved by the Public Utilities Commission of Nevada ("Commission");

WHEREAS, Applicant owns or controls and has "Service," as defined in and governed by Rule 9 of Utility's filed and approved tariff, for the provision of service by Utility to the premises described as follows: BONNEVILLE TO OGDEN.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

This Agreement, made and entered between **NEVADA POWER COMPANY**, a Nevada Corporation, party of the first part, hereinafter called 'Utility', and CITY OF LAS VEGAS, party of the second part, hereinafter called 'Applicant'.

WITNESSETH

A. The Applicant has requested service which requires an advance payment to the UTILITY in the form of a contribution in aid of construction. The required advance is a non-refundable amount, subject to an estimate to actual cost True- up, as defined in Rule 9 section A -7, for the amount of \$ 371,410.00 (inclusive of tax) to provide service. A "Project Cost Work Sheet" is included, a copy of which is attached hereto as "Exhibit B", and is made a part hereof. The service work rendered upon the UTILITY facilities, as shown on the Design attached hereto as "Exhibit A" and made a part hereof.

B. THIS AGREEMENT shall be in full force and effect when duly signed and dated by the appropriate representative of the Utility. A copy will be mailed to Applicant at Applicant's address.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000184290A
Project No: 0000184290
Date Prepared: 07/10/2007

AGREEMENT

1. Definitions

In addition to other words and terms defined elsewhere in this Agreement, as used herein, the following words and terms have the following meanings respectively.

1.1 Acceptance: Acknowledgement that particular components of applicable drawings or work specifically corresponding to discrete specifications of UTILITY Standards are, to the best of Utility's knowledge, compliant with the applicable UTILITY Standards.

1.2 Adjustment: Without limitation, the addition to, alteration, relocation or removal of UTILITY facilities under this Agreement and as may be further described in **Exhibit "A"** and the Project. Adjustments include without limitation Betterments.

1.3 Betterment: Any deviation or upgrade in the Adjustment to an Utility facility, made primarily for the benefit and at the voluntary election of a Party, that is determined by Utility not to be in accordance with:

- i) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's total load requirements, or
- ii) The shortest practical route deemed suitable by Utility.

1.4 Construction Allowance: The maximum amount that Utility may invest, in accordance with Rule 9, toward the Cost of Adjustments excluding Betterments and Applicant requested upgrades.

1.5 Cost or Costs: Both direct and related indirect costs attributable to performance under this Agreement.

1.6 True up: The accounting process of comparing actual design, inspection and construction cost to serve against the estimated cost originated in the design process.

a) UTILITY Cost or Costs are determined in accordance with Utility's normal accounting system using procedures prescribed by the Public Utilities Commission of Nevada or the Federal Energy Regulatory Commission.

b) Cost or Costs include without limitation those for such things as: labor; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to UTILITY facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction [AFUDC], and improvements to real property that are related to Utility's facilities but not directly related to electrical requirements, such as fencing and landscaping, and will be reduced by any applicable salvage value.

c) The application of Costs will be specified in the Agreement as an "actual" (subject to true-up), "fixed" (not subject to true-up), or "estimated."

1.7 In-Service Date: The date on which specific UTILITY facilities are released, in writing, to the jurisdiction of Utility's dispatcher.

1.8 Service Project: the Utility facilities that will be added, altered, relocated or removed, as shown in **Exhibit "A"** Utility's design provided in accordance with section 3.1 herein.

1.9 UTILITY Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant and as may be subsequently revised as deemed appropriate in Utility's sole discretion.

1.10 Project Agreement(s): additional written agreement(s) the Parties may enter into governing specific details of the Adjustments.

2. Description and Design of Project

2.1 Utility's Conceptual Engineering Design for the Project is provided in **Exhibit "A"** hereto. **Exhibit "A"** may be amended from time to time by the utility to reflect changes as required.

3. Project Cost, Cash Advance and True-Ups

3.1 **Exhibit "B"** hereto provides the Costs components of the Project, payable by Applicant under this Agreement. All estimated advances (exceeding \$20,000) are subject to an accounting adjustment, upon written request by the Applicant, to the Utility for a cash advance true up, per Rule 9 section A -7.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000184290A

Project No: 0000184290

Date Prepared: 07/10/2007

4. Applicant's Obligations

4.1 Applicant will pay all Costs as specified in **Exhibit "B"**.

4.2 The Applicant and its agents will perform in accordance with all applicable laws, ordinances, rules, regulations, standards, and codes and must comply with Utility's Standards, the National Electric Code, the National Electric Safety Code, and all other federal, state and local requirements that may apply.

4.3 Applicant is liable to UTILITY for any damage to Utility's facilities caused by Applicant or Applicant's agents. Applicant will pay Utility all reasonable Costs incurred to repair any such damage.

4.4 Applicant will pay Utility's invoices within 30 days of receipt.

4.5 Applicant understands that Utility relies on information provided by the Applicant when performing its obligations under this Agreement. Notwithstanding anything to the contrary herein, the Applicant assumes all responsibilities and liabilities for repair, replacement, modification or other work to facilities:

a) Resulting from or arising out of:

- i. Incomplete or inaccurate data and other information supplied to Utility by Applicant, or
- ii. Changes effecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or

b) That were installed based on surveys or staking provided by the Applicant or Applicant's agents that are found to be located outside the recorded property rights granted for such facilities.

4.6 For facilities installed by the Applicant:

- a) Applicant will allow Utility to inspect the construction or installation of such facilities for Acceptance.
- b) Applicant assumes all responsibilities and liabilities for such facilities until Utility's Acceptance, in addition to providing the guarantees in Section 6.

4.7 If Applicant fails to complete the Development, terminates or, as determined by Utility, significantly curtails or reduces electric service thereto during the depreciable life of the facilities installed under **Exhibit "A"**, then within 60 days of written notification by the Utility, the Applicant must pay reduction of service or termination charges in accordance with Rule 9. Section A-25.

5. Property Rights

5.1 Applicant will, without cost to UTILITY, grant, or obtain for UTILITY, all property rights, such as easements, conveyances, deeds, permits and rights-of-way, that UTILITY deems it requires for the UTILITY facilities or any portion thereof, affected under this Agreement.

5.2 UTILITY is not obligated to commence construction of any facilities until the required property rights are permanently granted to UTILITY in a manner that is satisfactory to UTILITY as to both location and form.

5.3 All facilities constructed and equipment installed by the Applicant under this Agreement will become property owned, maintained, and controlled by the UTILITY upon Utility's Acceptance.

5.4 The obligations of property rights contained herein shall survive any termination of this Agreement.

6. Guarantees

6.1 Applicant guarantees, regardless of Utility's Acceptance, all work performed and all material furnished under this Agreement against defects in materials and workmanship for a period of 1 year beginning with the In-Service Date of the applicable facilities and equipment.

6.2 UTILITY may, at its option and upon written notice to Applicant, either itself remedy or require Applicant to remedy any defect in materials or workmanship that develop during the one-year period. Should UTILITY choose to remedy such defect, Applicant will pay UTILITY all Costs incurred.

6.3 Where the Applicant has requested the Utility to install electric facilities prior to the establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas, the Applicant shall be responsible for the relocation or modification of any electric facilities where any conflict in accordance with Rule 9 Section A -10.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000184290A

Project No: 0000184290

Date Prepared: 07/10/2007

7. Defaults

7.1 If a Party ("Defaulting Party") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("Non-Defaulting Party"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8. Confidentiality

8.1 The Parties may exchange information to be used in complying with the Agreement. Some or all of this information, including but not limited to, oral information, documents, files, drawings, and data, may be confidential.

8.2 Any such information that a Party wants to be treated as "Confidential Information" under this Agreement, must be labeled as confidential on each written document or designated as confidential in writing for such information exchanged orally.

8.3 Each Party shall protect all information designated as "Confidential Information" in a reasonable manner, with no fewer protections than it uses to protect its own confidential information.

8.4 Upon request by either Party, the other Party must promptly either return to the requesting Party, or certify the destruction of, all Confidential Information provided to the non-requesting Party, together with all copies and extracts.

8.5 If the disclosure of any information identified as "Confidential Information" is requested or required by any court or administrative body by either Party, then the other Party must be promptly notified and is authorized to seek a protective order preventing or limiting disclosure.

9. Force Majeure

9.1 Neither Party is liable to the other, for any delay or non-performance due solely to causes beyond the Party's control for the period that such cause exists.

a) Causes beyond a Party's control may be referred to as Force Majeure Events and include such things as: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.

b) An act or omission is not deemed to be beyond a Party's control if it is:

- i. Related to any payment obligation,
- ii. Caused by normal wear and tear, or
- iii Committed, omitted or caused by that Party, its agents, or affiliates.

9.2 If a Force Majeure Event is claimed by a Party, then that Party must:

- a) Give written notice to the other Party describing the particulars of the occurrence as soon as reasonably practicable after the beginning of said occurrence.
- b) Give the other Party adequate assurances that the suspension of performance will be of no greater scope and of no longer duration than is required by the Force Majeure Event. Such assurances must include explanation of the remedial action to be taken and the projected time period necessary to correct the Force Majeure Event.
- c) Give immediate written notice to the other Party when the Party is able to resume performance of its obligations under this Agreement.

9.3 All such notices must be accompanied with complete information sufficient to enable the Party receiving the notice to evaluate the correctness of the matters asserted therein. The failure of a Party to comply with these requirements is an event of default.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000184290A

Project No: 0000184290

Date Prepared: 07/10/2007

10. Representations

10.1 Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

10.2 Each Party represents and warrants that the person executing this Agreement on its behalf has full power and authority to enter into this Agreement.

11. Precedence

11.1 This Agreement is made by Utility pursuant to its currently effective rules filed with and approved by the Commission. Those rules supersede any portion of this Agreement should a conflict arise. This Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.

11.2 This Agreement supersedes all prior negotiations, representations and agreements, whether oral or written, between the Parties relating to this Agreement. Any promise or representation relative to this Agreement that is not specifically set forth in this Agreement binds neither Party.

12. Miscellaneous Provisions

12.1 Indemnity: Applicant agrees to indemnify and save harmless UTILITY from any and all claims or losses that result or arise from, construction activities taken by or on behalf of the Applicant including, without limitation, trenching, conduit installation, and backfill.

12.2 Assignment: This Agreement will be binding upon the trustees, successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Except that either Party may assign this Agreement with written notice but without the consent of the other Party, to any successor corporation in any merger or to a company which it controls, is controlled by, or is under common control with.

12.3 Limitation of Damages: Notwithstanding anything to the contrary, a Party is not liable to the other Party for any punitive, consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon lost revenues or profits. This limitation on damages shall not apply to indemnification claims pursuant to Section 12.1.

12.4 Choice of Law and Venue: This Agreement will be interpreted and enforced in accordance with Nevada law, excluding its conflict of law rules. The venue for any disputes between the Parties that are beyond the scope of the Commission's jurisdiction is any proper court located in Clark County, Nevada.

12.5 Waiver: A Party's failure to enforce any of the provisions of this Agreement or to require performance by the other Party of any of its provisions will not be construed as a waiver of such provisions, nor in any way construed to affect the validity of this Agreement or any part hereof, or the right of any Party thereafter to enforce each and every provision of the Agreement.

12.6 Independent Contractor: Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor or employee of the other by reason of this Agreement.

12.7 Integration and Modification: If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

12.8 Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.

13. Term And Termination

13.1 The cost estimate provided in Exhibit B to this proposal shall be firm for 90 days from the date this agreement is prepared, at which time the cost estimate will be subject to update and revision by Utility to reflect any changes in its costs since the preparation of the estimated costs. The revised estimated costs will be communicated to Applicant and shall be effective for 90 days from the date the notice of the revision is given to Applicant.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000184290A

Project No: 0000184290

Date Prepared: 07/10/2007

13.2 This Agreement is effective on the date signed by both Parties and will remain in effect until all obligations hereunder are satisfied unless otherwise stated.

13.3 Any default, expiration, or termination of this Agreement does not release a Party from any liability or obligation to the other Party for:

- a) Utility's claims based on Applicant's Section 4.5 obligations;
- b) Payment of reduction of service or termination charges in accordance with Section 4.7.
- c) Any indemnification claim that arises pursuant to Section 12.1;
- d) Payment of any amounts due prior to or resulting from termination.

14. Notices

14.1 All written notices, payments, or other official correspondence related to this Agreement may be sent by any method with the exception that notices of default in accordance with Section 7 must be sent using a method that provides documentation of delivery. Notices are effective and deemed to have been received as documented by the method of delivery, upon presentation if hand-delivered, or on the third business day following deposit for transmittal for any delivery method that does not provide documentation of delivery.

14.2 The Parties will send all written notices required in this Agreement to the addresses stated below, which may be revised at any time by providing written notice to the other Party of such change.



**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract: **CIAC0000184290A**

Project No: **0000184290**

Date Prepared: **07/10/2007**

	UTILITY	Applicant
Address	6226 W. Sahara Ave. Las Vegas, NV 89146	10000 W Charleston Bl. Suite #130 LAS VEGAS, NV 89135
Mailing Address	NORTH DISTRICT OFFICE 2215 E. LONE MOUNTAIN RD LAS VEGAS, NV 89031	
	MS: 10	
Tax ID #		TAX ID #
Project Coordinator	JAKE DEGUZMAN	
Telephone	702/657-4337	
Cellular Telephone		
FAX		
Email Address	jdeguzman@nevp.com	

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date set forth above.

NEVADA POWER COMPANY

CITY OF LAS VEGAS

By: _____

By: _____

Name: NEIL BOSTICK

Name: _____

Title: Team Leader, New Business LVN

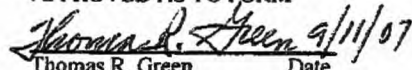
Representing: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM


Thomas R. Green Date
Deputy City Attorney

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000184290A**
Project No: **0000184290**
Date Prepared: **07/10/2007**

BASIS

WHEREAS, Utility owns and operates electric transmission and distribution facilities and provides electric service within Clark and Nye Counties, Nevada, in accordance with a tariff filed with and approved by the Public Utilities Commission of Nevada ("Commission");

WHEREAS, Applicant owns or controls and has requested an "Extension" or "Line Extension," as defined in and governed by Rule 9 of Utility's filed and approved tariff, for the provision of service by Utility to the premises described as follows:

NOW, THEREFORE, it is agreed by and between the Parties as follows:

This Agreement, made and entered between **NEVADA POWER COMPANY**, a Nevada Corporation, party of the first part, hereinafter called 'Utility', and **CITY OF LAS VEGAS**, party of the second part, hereinafter called 'Applicant'.

WITNESSETH

A. Applicant has applied to the Utility for the electric services at the following described property owned or controlled by Applicant, located in the County of Clark, State of Nevada, to-wit: BONNEVILLE TO OGDEN.

B. The parties agree that said line extension shall be installed in accordance with the rule of the Commission, Utility's Rule No. 9, effective January 31, 2003. In order to provide such service, it will be necessary for the Utility to extend its lines a distance of 0 feet, as shown on the service design identified as GRAND CENTRAL PARKWAY which is attached hereto as "**Exhibit A**" and made a part hereof. Applicant shall provide Utility with easements as required by Rule 9.

C. Utility estimates the design and construction of the Line Extension to be \$327,048.00. The amount advanced by Applicant ("Advance") upon execution of this Agreement is \$372,048.00 and is subject to the following:

That portion of Advance subject to refund, inclusive of tax per Rule 9 section B - 4 is \$638.00.

That portion of Advance, inclusive of tax, that is defined as a non-refundable Contribution In Aid of Construction (customer upgrades, relocations and removals) is \$330,163.00.

That portion of Advance, a non-cash contribution in aid of construction tax (trenching and substructures), that is not subject to refund is \$41,247.00 Per Rule 9 Section A-7.

All amounts required to be advanced by Applicant as referenced herein are subject to, and include, a tax gross-up as required pursuant to Utility's Rule 9, Section A - 18, as shown on the Contribution In Aid of Construction (CIAC) / Project Cost Worksheet, hereto as "**Exhibit B**" and made a part hereof.

The allowance pursuant to Rule 9, Section B - 3 is \$21,156.00.

D. The proportionate share advance, not discussed elsewhere, and which is subject to refund is to become a proportionate participant in an existing line extension, inclusive of the refundable advance. Contracts now in effect which this applicant now becomes a proportionate participant as per Rule 9, Section A - 16 are:

<u>Contract No.</u>	<u>Dated</u>	<u>Expiration</u>	<u>Title</u>
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RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000184290A**

Project No: **0000184290**

Date Prepared: **07/10/2007**

E. THIS AGREEMENT shall be in full force and effect when duly signed and dated by the appropriate representative of the Utility. A copy will be mailed to Applicant at Applicant's address.

THIS CONTRACT IS CONTINGENT TO PROJECTS and / or completion of PROJECTS as Listed:

Project No. _____ Initiated _____ Title _____

AGREEMENT

1. Definitions

In addition to other words and terms defined elsewhere in this Agreement, as used herein, the following words and terms have the following meanings respectively.

1.1 Acceptance: Acknowledgement that particular components of applicable drawings or work specifically corresponding to discrete specifications of UTILITY Standards are, to the best of Utility's knowledge, compliant with the applicable UTILITY Standards.

1.2 Adjustment: Without limitation, the addition to, alteration, relocation or removal of UTILITY facilities under this Agreement and as may be further described in **Exhibit "A"** and the Project. Adjustments include without limitation Betterments.

1.3 Betterment: Any deviation or upgrade in the Adjustment to an Utility facility, made primarily for the benefit and at the voluntary election of a Party, that is determined by Utility not to be in accordance with:

- i) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's total load requirements, or
- ii) The shortest practical route deemed suitable by Utility.

1.4 Construction Allowance: The maximum amount that Utility may invest, in accordance with Rule 9, toward the Cost of Adjustments excluding Betterments and Applicant requested upgrades.

1.5 Cost or Costs: Both direct and related indirect costs attributable to performance under this Agreement.

- i) UTILITY Cost or Costs are determined in accordance with Utility's normal accounting system using procedures prescribed by the Public Utilities Commission of Nevada or the Federal Energy Regulatory Commission.
- ii) Cost or Costs include without limitation those for such things as: labor; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to UTILITY facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction [AFUDC], and improvements to real property that are related to Utility's facilities but not directly related to electrical requirements, such as fencing and landscaping, and will be reduced by any applicable salvage value.
- iii) The application of Costs will be specified in the Agreement as an "actual" (subject to true-up), "fixed" (not subject to true-up), or "estimated."

1.6 In-Service Date: The date on which specific UTILITY facilities are released, in writing, to the jurisdiction of Utility's dispatcher.

1.7 Line Extension Project: the Utility facilities that will be added, altered, relocated or removed, as shown in **Exhibit "A"** Utility's design provided in accordance with section 3.1 herein.

1.8 UTILITY Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant and as may be subsequently revised as deemed appropriate in Utility's sole discretion.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000184290A**

Project No: **0000184290**

Date Prepared: **07/10/2007**

2. Description and Design of Line Extension Project

2.1 Utility's Conceptual Engineering Design for the Line Extension Project is provided in Exhibit "A" hereto. Exhibit "A" may be amended from time to time by Utility to reflect changes.

3. Project Cost, Cash Advance and Refunds

3.1 **Exhibit "B"** hereto provides the components of the Costs of the said Line Extension Project. Payable by Applicant under this Agreement per the guidelines set forth in Rule 9.

3.2 Refunds: All refundable advances may not receive a 100% refund from original advance amount, refunds are based on allowances and proportionate share connections

4. Applicant's Obligations

4.1 Applicant will pay all Costs as specified in **Exhibit "B"**.

4.2 The Applicant and its agents will perform in accordance with all applicable laws, ordinances, rules, regulations, standards, and codes and must comply with Utility's Standards, the National Electric Code, the National Electric Safety Code, and all other federal, state and local requirements that may apply.

4.3 Applicant is liable to UTILITY for any damage to Utility's facilities caused by Applicant or Applicant's agents. Applicant will pay Utility all reasonable Costs incurred to repair any such damage

4.4 Applicant will pay Utility's invoices within 30 days of receipt.

4.5 Applicant understands that Utility relies on information provided by the Applicant when performing its obligations under this Agreement. Notwithstanding anything to the contrary herein, the Applicant assumes all responsibilities and liabilities for repair, replacement, modification or other work to facilities, resulting from or arising out of:

- i. Incomplete or inaccurate data and other information supplied to Utility by Applicant, or
- ii. Changes effecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
- iii. That were installed based on surveys or staking provided by the Applicant or Applicant's agents that are found to be located outside the recorded property rights granted for such facilities

4.6 For facilities installed by the Applicant:

- a) Applicant will allow Utility to inspect the construction or installation of such facilities for Acceptance.
- b) Applicant assumes all responsibilities and liabilities for such facilities until Utility's Acceptance, in addition to providing the guarantees in Section 6.

4.7 If Applicant fails to complete the Development, terminates or, as determined by Utility, significantly curtails or reduces electric service thereto during the depreciable life of the facilities installed under **Exhibit "A"**, then within 60 days of written notification by the Utility, the Applicant must pay reduction of service or termination charges in accordance with Section A.25 of Rule 9.

5. Property Rights

5.1 Applicant will, without cost to UTILITY, grant, or obtain for UTILITY, all property rights, such as easements, conveyances, deeds, permits and rights-of-way, that UTILITY deems it requires for the UTILITY facilities or any portion thereof, affected under this Agreement.

5.2 UTILITY is not obligated to commence construction of any facilities until the required property rights are permanently granted to UTILITY in a manner that is satisfactory to UTILITY as to both location and form.

5.3 All facilities constructed and equipment installed by the Applicant, as defined by **"Exhibit A"** under this Agreement will become property owned, maintained, and controlled by the UTILITY upon Utility's Acceptance.

5.4 The obligations of property rights contained herein shall survive any termination of this Agreement.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000184290A**
Project No: **0000184290**
Date Prepared: **07/10/2007**

6. Guarantees

6.1 Applicant guarantees, regardless of Utility's Acceptance, all work performed and all material furnished under this Agreement against defects in materials and workmanship for a period of 1 year beginning with the In-Service Date of the applicable facilities and equipment.

6.2 UTILITY may, at its option and upon written notice to Applicant, either itself remedy or require Applicant to remedy any defect in materials or workmanship that develop during the one-year period. Should UTILITY choose to remedy such defect, Applicant will pay UTILITY all Costs incurred.

6.3 Where the Applicant has requested the Utility to install electric facilities prior to the establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas, the Applicant shall be responsible for the relocation or modification of any electric facilities where any conflict in accordance with Section A-10 of Rule 9.

7. Defaults

7.1 If a Party ("Defaulting Party") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("Non-Defaulting Party"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8. Confidentiality

8.1 The Parties may exchange information to be used in complying with the Agreement. Some or all of this information, including but not limited to, oral information, documents, files, drawings, and data, may be confidential.

8.2 Any such information that a Party wants to be treated as "Confidential Information" under this Agreement, must be labeled as confidential on each written document or designated as confidential in writing for such information exchanged orally.

8.3 Each Party shall protect all information designated as "Confidential Information" in a reasonable manner, with no fewer protections than it uses to protect its own confidential information.

8.4 Upon request by either Party, the other Party must promptly either return to the requesting Party, or certify the destruction of, all Confidential Information provided to the non-requesting Party, together with all copies and extracts.

8.5 If the disclosure of any information identified as "Confidential Information" is requested or required by any court or administrative body by either Party, then the other Party must be promptly notified and is authorized to seek a protective order preventing or limiting disclosure.

9. Force Majeure

9.1 Neither Party is liable to the other, for any delay or non-performance due solely to causes beyond the Party's control for the period that such cause exists.

a) Causes beyond a Party's control may be referred to as Force Majeure Events and include such things as: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.

b) An act or omission is not deemed to be beyond a Party's control if it is:

- i. Related to any payment obligation,
- ii. Caused by normal wear and tear, or
- iii. Committed, omitted or caused by that Party, its agents, or affiliates.

9.2 If a Force Majeure Event is claimed by a Party, then that Party must:

- a) Give written notice to the other Party describing the particulars of the occurrence as soon as reasonably practicable after the beginning of said occurrence.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000184290A**

Project No: **0000184290**

Date Prepared: **07/10/2007**

- b) Give the other Party adequate assurances that the suspension of performance will be of no greater scope and of no longer duration than is required by the Force Majeure Event. Such assurances must include explanation of the remedial action to be taken and the projected time period necessary to correct the Force Majeure Event.
- c) Give immediate written notice to the other Party when the Party is able to resume performance of its obligations under this Agreement.

9.3 All such notices must be accompanied with complete information sufficient to enable the Party receiving the notice to evaluate the correctness of the matters asserted therein. The failure of a Party to comply with these requirements is an event of default.

10. Representations

10.1 Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

10.2 Each Party represents and warrants that the person executing this Agreement on its behalf has full power and authority to enter into this Agreement.

11. Precedence

11.1 This Agreement is made by Utility pursuant to its currently effective rules filed with and approved by the Commission. Those rules supersede any portion of this Agreement should a conflict arise. This Agreement is, at all times, subject to such changes or modifications by the Commission, as for the Commission may from time to time direct in the exercise of its jurisdiction.

11.2 This Agreement supersedes all prior negotiations, representations and agreements, whether oral or written, between the Parties relating to this Agreement. Any promise or representation relative to this Agreement that is not specifically set forth in this Agreement binds neither Party.

12. Miscellaneous Provisions

12.1 Indemnity: Applicant agrees to indemnify and save harmless UTILITY from any and all claims or losses that result or arise from, construction activities taken by or on behalf of the Applicant including, without limitation, trenching, conduit installation, and backfill.

12.2 Assignment: This Agreement will be binding upon the trustees, successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Except that either Party may assign this Agreement with written notice but without the consent of the other Party, to any successor corporation in any merger or to a company which it controls, is controlled by, or is under common control with.

12.3 Limitation of Damages: Notwithstanding anything to the contrary, a Party is not liable to the other Party for any punitive, consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon lost revenues or profits. This limitation on damages shall not apply to indemnification claims pursuant to Section 12.1.

12.4 Choice of Law and Venue: This Agreement will be interpreted and enforced in accordance with Nevada law, excluding its conflict of law rules. The venue for any disputes between the Parties that are beyond the scope of the Commission's jurisdiction is any proper court located in Clark County, Nevada.

12.5 Waiver: A Party's failure to enforce any of the provisions of this Agreement or to require performance by the other Party of any of its provisions will not be construed as a waiver of such provisions, nor in any way construed to affect the validity of this Agreement or any part hereof, or the right of any Party thereafter to enforce each and every provision of the Agreement.

12.6 Independent Contractor: Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor or employee of the other by reason of this Agreement.

12.7 Integration and Modification: If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000184290A**

Project No: **0000184290**

Date Prepared: **07/10/2007**

12.8 Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.

13. Term And Termination

13.1 The cost estimate provided in Exhibit B to this proposal shall be firm for 90 days from the date this agreement is prepared, at which time the cost estimate will be subject to update and revision by Utility to reflect any changes in its costs since the preparation of the estimated costs. The revised estimated costs will be communicated to Applicant and shall be effective for 90 days from the date the notice of the revision is given to Applicant.

13.2 This Agreement is effective on the date signed by both Parties and will remain in effect until all obligations hereunder are satisfied unless otherwise stated Per Rule 9 section 5.

13.3 This Agreement shall commence upon the signing of the UTILITY and shall terminate without further notice five (5) years from execution date. Applicant shall not be entitled to any refunds or moneys after the termination of this Agreement per Rule 9 section 4.

13.4 Any default, expiration, or termination of this Agreement does not release a Party from any liability or obligation to the other Party for:

- a) Utility's claims based on Applicant's Section 4.5 obligations;
- b) Payment of reduction of service or termination charges in accordance with Section 4.7.
- c) Any indemnification claim that arises pursuant to Section 12.1;
- d) Payment of any amounts due prior to or resulting from termination.

14. Notices

14.1 All written notices, payments, or other official correspondence related to this Agreement may be sent by any method with the exception that notices of default in accordance with Section 7 must be sent using a method that provides documentation of delivery. Notices are effective and deemed to have been received as documented by the method of delivery, upon presentation if hand-delivered, or on the third business day following deposit for transmittal for any delivery method that does not provide documentation of delivery.

14.2 The Parties will send all written notices required in this Agreement to the addresses stated below, which may be revised at any time by providing written notice to the other Party of such change.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: LEA0000184290A

Project No: 0000184290

Date Prepared: 07/10/2007

	UTILITY	Applicant
Address	6226 W. Sahara Ave. Las Vegas, NV 89146	10000 W Charleston Bl. Suite #130 LAS VEGAS, NV 89135
Mailing Address	NORTH DISTRICT OFFICE 2215 E.LONE MOUNTAIN RD LAS VEGAS, NV 89031	
	MS: 10	
Tax ID #		TAX ID #
Project Coordinator	JAKE DEGUZMAN	
Telephone	702/657-4337	
Cellular Telephone		
FAX		
Email Address	jdeguzman@nevp.com	

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date set forth above.

NEVADA POWER COMPANY

CITY OF LAS VEGAS

By: _____

By: _____

Name: RINLY MOOLAKATT

Name: _____

Title: Mngr, Distribution Design, New Business LVN

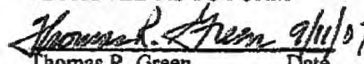
Representing: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM


Thomas R. Green Date
Deputy City Attorney

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 3, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ Consent ☐ Discussion

SUBJECT:

RESOLUTIONS:

R-69-2007 - Approval of a Resolution Making Provisional Order and Directing that the Notice of Public Hearing thereon be given regarding: Special Improvement District No. 1510 - Cliff Shadows Parkway (I-215 to Lone Mountain Road) - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The construction and installation of pavement, median islands with left turn lanes and/or continuous left turn lane, "L" type curb and gutter, sidewalks, and streetlights.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-69-2007

Motion made by GARY REESE to Approve Items 11-33 and 35-40

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

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

RESOLUTION NO. R-69-2007

A RESOLUTION MAKING A PROVISIONAL ORDER TO THE EFFECT THAT CERTAIN IMPROVEMENTS IN THE CITY SHALL BE ACQUIRED PURSUANT TO THE CONSOLIDATED LOCAL IMPROVEMENTS LAW TO BE KNOWN AS CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1510 – CLIFF SHADOWS PARKWAY (I-215 TO LONE MOUNTAIN ROAD); AND CALLING A HEARING ON THE PROJECT.

Summary: Provisional Order

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) of the County of Clark in the State of Nevada, is of the opinion that the interest of the City requires the creation of a special improvement district pursuant to the Consolidated Local Improvements Law and the acquisition and improvement of a Sanitary Sewer Project as defined in NRS 271.200, a Street Project as defined in NRS 271.225, and a Water Project as defined in NRS 271.250 (collectively, hereinafter the "Project"); and

WHEREAS, the City Engineer, together with the City Engineer Division of the City and certain consulting engineers (collectively, hereinafter the "Engineer") has filed at the office of the City Clerk, in connection with the Project and with the proposed City of Las Vegas, Nevada, Special Improvement District No. 1510 – Cliff Shadows Parkway (I-215 to Lone Mountain Road) the following:

(A) Preliminary plans and specifications showing a typical section of the contemplated improvements, the type or types of material, approximate thickness and wideness for the Project;

(B) A preliminary estimate of the total cost of the Project and of each type of construction, the estimate being made in a lump sum or by unit prices, and further, including in the total estimate, without limiting the generality of the foregoing, the advertising, appraising, engineering, legal, interest on interim warrants, if any, discount on any bonds, printing, and such other expenses as in the judgment of the Engineer are necessary or essential to the completion of such work or improvement, and the payment of the cost thereof;

(C) An assessment plat or map, including an addendum thereto (designated as a "Tabulation of Parcels") showing the descriptions of the property to be assessed, showing the area to be assessed, the market values, a description of each lot, tract or parcel of land, the name and address of each owner, the amounts of estimated

preliminary assessments, the amount of maximum benefits (and corresponding market value increases) estimated to be assessed against each lot, tract or parcel of land in the assessment area, such estimate being based on the method of assessment set forth herein (an equitable adjustment having been made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or lands, or for any lot, tract or parcel of land not specially benefited for other reasons in direct proportion to its front footage, so that assessments according to benefits will be equal and uniform); and

(D) The Engineer's Report to the City Council on Benefits, as to the method of determining benefits and corresponding market value increases and as to whether the creation of the District is economically sound and feasible; and

WHEREAS, the City Council has examined the improvement plans, assessment plat, including the addendum thereto, typical section of contemplated improvements, preliminary estimate of the cost, estimate of maximum benefits, and Engineer's Report, so filed with the City Clerk, and has found, and does hereby declare the same to be satisfactory in all respects; and

WHEREAS, the City Council has also determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the improvements to be acquired in the Special Improvement District No. 1510 – Cliff Shadows Parkway (I-215 to Lone Mountain Road) and only the property which is so specially benefited, is included in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that less than one-half of the cost of the improvements in the District shall be paid with funds from the levy of assessments; and

WHEREAS, the City Council has determined and does hereby determine that the exception provided by NRS 271.306(2)(a) does exist with respect to the costs of the improvements in the District, as more than one-half of the total costs will be paid with money derived from sources other than the levy of special assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS OF THE COUNTY OF CLARK, IN THE STATE OF NEVADA THAT:

Section 1. The special improvement district shall be designated "City of Las Vegas, Nevada, Special Improvement District No. 1510 – Cliff Shadows Parkway (I-215 to Lone Mountain Road)" (hereinafter the "District").

Section 2. This Resolution shall be known as, and may be cited by, the short title "Special Improvement District 1510 Provisional Order Resolution" (hereinafter the "Resolution").

Section 3. The City Council hereby ratifies the preparation, by the Engineer, of and does accept the plans and specifications, assessment plat (including the addendum and exhibits thereto), typical section of the contemplated improvements, preliminary estimate of cost, the Engineer's Report on Benefits, and the estimate of maximum benefits (and corresponding market value increases) to be assessed against each lot, tract, or parcel of land in the assessment area.

Section 4. The Project shall be acquired at an estimated preliminary total cost of \$340,211.49, including engineering, legal, and incidental expenses, as more particularly hereinafter set forth and as described in the plans and specifications herein accepted, reference to which is hereby made and which are available for public inspection at the office of the City Clerk at 400 Stewart Avenue, Las Vegas, Nevada 89101.

Section 5. The City Council has also determined and does hereby declare as follows:

1. The public convenience and necessity requires the creation of the District and construction of the Project;
2. The creation of the District is economically sound and feasible; and
3. The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is made.

Section 6. The boundaries of the District, within which is located the Project and the lots, tracts and parcels of land to be assessed, shall be as designated in the form of notice set forth in Section 7 of this Resolution. It is estimated that the total cost shall be apportioned as follows:

Estimated Amount of Special Assessments	Amount Available from Other Sources	Total Cost
\$ 340,211.49	\$ 3,984,411.12	\$ 4,324,622.61

The amounts to be assessed shall be made upon all tracts benefited in proportion to the special benefits received, as more fully described in the form of notice set forth in Section 7 of this Resolution.

Section 7. On Wednesday, November 7, 2007, at 1:00 p.m. in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada (i.e., a time at least 20 days after the adoption of this

Resolution) the City Council will consider the ordering of the Project and will hear all complaints, protests, and objections that may be made in writing, and filed as hereafter provided, or made verbally at the hearing, concerning the same, by the owners of land to be assessed or any interested person. The owners of the property to be assessed or any other persons interested therein, may file a written protest or objection, and may appear before the City Council and be heard as to the propriety and advisability of making such improvements, as to the estimated cost thereof, as to the manner of payment therefor, as to the amount thereof to be assessed against the property to be improved, and as to the amount of special benefits and corresponding market value increases. Twenty (20) days' prior notice, in writing, of such time and place shall be given to such property owners, postage prepaid, as first-class mail, to each property owner at his last known address, the names and addresses of such property owners are to be obtained from the records of the County Assessor or from such other sources as the City Clerk deems reliable. Such notice shall also be given to the owner and each tenant of mobile home parks, if any, located on any tracts to be assessed. Any such list of names and addresses may be revised from time to time, but such list need not be revised more frequently than at twelve month intervals. Notice shall also be given by posting on the web site of the City, or in three (3) public places located on public property at or near the site of the Project at least twenty (20) days prior to the hearing. Proof of such mailing and posting shall be made by the affidavit of the City Clerk or Deputy City Clerk, proof of same to be filed with the City Clerk, provided that failure to mail such notice or notices shall not invalidate any assessment nor any other of the proceedings hereunder. Notice of the time and place of such hearing shall also be given by publication in the Las Vegas Review-Journal, a daily newspaper published in Las Vegas and of general circulation in the City of Las Vegas, Nevada, once each week for three (3) consecutive weekly publications, by three (3) weekly insertions, the first publication in such newspaper to be at least fifteen (15) days prior to the date of the hearing. Not less than fourteen (14) days shall intervene between the first publication and the last publication in such newspaper. Such service by publication shall be verified by the affidavit of the publishers and filed with the City Clerk. The proof of publication, the proof of mailing and the proof of posting shall be maintained in the records of the office of the City Clerk until all the assessments pertaining to the District shall have been paid in full principal, interest and any penalties or collection costs. Said notice shall be in substantially the following form:

(Form of Notice)

NOTICE OF HEARING ON PROPOSED PROJECT AND ASSESSMENTS WITHIN
THE PROPOSED CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT
DISTRICT NO. 1510 – CLIFF SHADOWS PARKWAY (I-215 TO LONE MOUNTAIN
ROAD)

NOTICE IS HEREBY GIVEN to the property owners within the proposed City of Las Vegas, Nevada, Special Improvement District No. 1510 – Cliff Shadows Parkway (I-215 To Lone Mountain Road) (hereinafter the "District") and to all interested persons that:

The City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) of the County of Clark in the State of Nevada, has provisionally ordered the acquisition of a Sanitary Sewer Project, Street Project and a Water Project (collectively, the "Project") as more particularly described as follows:

Cliff Shadows Parkway. (WEST SIDE) - from the centerline of I-215 Beltway north along Cliff Shadows Parkway approximately 10,760 -feet (80-foot right-of-way).

Except as shown on the preliminary plans and specifications now on file in the office of the City Clerk and in the office of the Special Improvement District in Las Vegas, Nevada, the character of such Project shall be described more particularly as follows: The improvements on Cliff Shadows Parkway will consist of the grading, regrading, graveling, and asphalt paving as necessary for at least four (4) travel lanes, a two-way center left turn lane with raised medians at the signalized or future signalized intersections, "L" type curb and gutter, sidewalks, commercial or residential driveway approach and streetlights. The streetlights will be installed at the back of the sidewalk at appropriate intervals. At the request of the owners of property in the District (filed with the office of the Special Improvement District prior to July 13, 2007) water and sewer laterals will be installed from the existing or proposed main lines in Cliff Shadows Parkway to such property. Sewer lines within the District are owned and maintained by the City. The City will require that properties connecting to the sewer line pay a connection fee and be annexed to the City at the time of hookup. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

The preliminary estimated total cost of the Project and the amount to be assessed is as follows:

Estimated Amount of Special Assessments	Amount Available from Other Sources	Total Cost
\$ 340,211.49	\$ 3,984,411.12	\$ 4,324,622.61

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases). However, an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform. The portion of the costs to be assessed against and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon each piece or parcel of property in the District is stated in the assessment plat and addendum thereto designated "Tabulation of Parcels" or preliminary assessment roll. In cases of wedge or "V" or any other irregularly shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

The assessments will be levied on a front foot basis, provided that those tracts which front a cul-de-sac and which abut or front a street or streets being improved will be assessed on a "unit lot" basis, i.e., all lots abutting the cul-de-sac are to be assessed the same amount based upon the front footage of those lots abutting the street or streets being improved which also abut the cul-de-sac. Each property owner will be assessed for the cost of an 8-foot wide street pavement section, curb and gutter, sidewalks, driveway approaches and streetlights, where not already existing. The owners of property who elect to have water or sewer laterals installed will be assessed per foot of lateral installed on a per service or unit lot basis.

The boundaries of the District shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements.

All persons interested are hereby advised that the preliminary plans and specifications (showing a typical section of the contemplated improvements) and the assessment plat, including a tabulation of

parcels or preliminary assessment roll, a preliminary estimate of the total cost, a description of the lots, tracts and parcels of land to be assessed, the portion of the cost to be assessed thereagainst, and the amount of maximum benefits (including the corresponding market value increases) estimated to be conferred on each piece or parcel of property, the Engineer's report as to the method of determining benefits, and all proceedings in the premises are on file in the office of the Special Improvement District, Department of Public Works, and at the office of the City Clerk, 400 Stewart Avenue, Las Vegas, Nevada. All of the foregoing can be seen and examined by any property owner or other interested persons during regular business hours, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

It is anticipated that there will be grade or elevation changes in connection with the acquisition of the Project. Such grade or elevation changes are substantial and are as shown on the preliminary plans and specifications. All interested persons are hereby referred to the preliminary plans and specifications, which relate to the details of the Project.

On Wednesday, November 7, 2007 at 1:00 p.m., in the City Council Chambers at 400 Stewart Avenue, in Las Vegas, Nevada, the City Council will consider the ordering of the proposed Project, and will hear all complaints, protests and objections that may be made in writing and filed as hereafter provided, or made verbally at the hearing, concerning the same, by the owner of any tract to be assessed or any interested person. The owners of the property to be assessed, or any other person interested therein, may appear before the City Council and be heard as to the propriety and advisability of acquiring and improving such Project, as to the estimated cost thereof, as to the manner of payment therefor, as to the amount thereof to be assessed, the benefits estimated to be conferred against each tract, and the corresponding market value increases expected for each tract in the District.

The City Council requests that any property owner or interested person wishing to protest or object, do so in writing at the office of the City Clerk at least three (3) days before the time set for such hearing, i.e., on or before Friday, November 2, 2007. On the date and at the time and place fixed for such hearing, any and all property owners interested in the Project may, by written complaint, protest or objection, present their views to the City Council, or present them orally, and the City Council may adjourn the hearing from time to time to discuss and consider said issues before it. Any person filing a written protest or objection as hereinabove provided, shall have the right within thirty (30) days after the City Council has finally passed on such protest or objection to commence an action or suit in any court of

competent jurisdiction to correct or set aside such determination, but thereafter, all actions or suits attacking the validity of the proceedings and the amount of benefits shall be perpetually barred. A PROPERTY OWNER'S ONLY CHANCE TO PRESENT EVIDENCE TO DEMONSTRATE THAT HIS OR HER ESTIMATED ASSESSMENTS ARE EXCESSIVE WILL BE AT THE PUBLIC HEARING AND A PROPERTY OWNER WILL NOT BE ABLE TO PRESENT ANY ADDITIONAL EVIDENCE UPON SUBSEQUENT APPEAL TO DISTRICT COURT.

A person should object to the formation of the District, using the procedure outlined in this notice, if his support for the District is based upon a statement or representation concerning the Project that is not contained in the language of this notice.

If a person objects to the amount of maximum benefits estimated to be assessed or to the legality of the proposed assessments in any respect:

- (1) He is entitled to be represented by counsel at the hearing;
- (2) Any evidence he desires to present on these issues must be presented at the hearing; and
- (3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.315.

The City Council of the City of Las Vegas has determined that one-half or more of the total cost of each of the improvements in the District, shall be paid with monies derived from sources other than the levy of special assessments and accordingly may take advantage of the exception stated in paragraph (a) of subsection (2) of NRS 271.306, (which exception is that the City, at its option, may proceed with the improvements in the District regardless of the percentage of protests).

After such hearing, the City Council shall determine the advisability of undertaking each part of the Project, and, if it determines to proceed, shall determine the kind and character of such improvements to be made, and shall authorize the advertising for bids for performing such work and furnishing all necessary materials with the lowest and best bidder or bidders. The City Council may determine not to proceed with all or any part of the Project regardless of the protests or objections.

After the determination of the actual cost of the Project, assessments shall be levied in accordance with the laws of the State of Nevada. In no event shall the assessments exceed the

estimated maximum special benefits to the property assessed or the reasonable market value of the property being assessed (as determined by the City Council). The City Council shall provide that the assessments may be payable without interest and without demand during a specified cash payment period and the City Council shall provide that the assessments may be paid at the election of the owner in twenty (20) substantially equal semi-annual installments of principal and interest. The City Council shall also provide the time and terms of payment of such assessments and shall fix penalties to be collected upon delinquent payments. 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%.

Pursuant to NRS 271.357 and NRS 271.360, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a Hardship Determination. 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 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. A person desiring to apply for a Hardship Determination shall file an application no later than November 2, 2007, with the Clark County Department of Social Services, 1600 Pinto Lane, Las Vegas, Nevada 89106, (702) 455-8687.

By order of the City Council of the City, Nevada, and dated this October 3, 2007.

BEVERLY K. BRIDGES, CMC
City Clerk

(End of Form of Notice)

Section 8. That all action, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning the City of Las Vegas, Nevada, Special Improvement District No. 1510 – Cliff Shadows Parkway (I-215 To Lone Mountain Road) be, and the same hereby are, ratified, approved and confirmed.

Section 9. That the officers of the City are directed to effectuate the provisions of this Resolution.

Section 10. That all resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such inconsistency.

Section 11. That the invalidity of any provision of this Resolution shall not affect any remaining provisions hereof.

Section 12. That the City Council has determined, and does hereby declare, that this Resolution shall be in effect after its passage in accordance with the law.

PASSED, ADOPTED AND APPROVED this 3rd day of October, 2007.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, CMC
City Clerk

Approved as to Form:

Date Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, CMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on October 3, 2007.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow

Those Voting Nay:

Those Absent:

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(A) BY POSTING A COPY OF THE NOTICE AT LEAST THREE WORKING DAYS BEFORE THE MEETING 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

(B) BY MAILING A COPY OF THE NOTICE 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. SUCH NOTICE WAS DELIVERED TO THE POSTAL SERVICE NO LATER THAN 9:00 A.M. ON THE THIRD WORKING DAY PRIOR TO THE MEETING.

5. 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 City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on October 3, 2007, is attached to this certificate as Exhibit "A". A copy of the affidavit of publication of the Notice of Public Hearing is attached hereto as Exhibit "B", and a copy of the minutes of the public hearing held on November 7, 2007, is attached hereto as Exhibit "C".

IN WITNESS WHEREOF, I have hereunto set my hand on this October 3, 2007.

(SEAL)

BEVERLY K. BRIDGES, CMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

Exhibit "B"

(Attach Affidavit of Publication of Notice of Hearing)

Exhibit "C"

(Attach minutes of public hearing on November 7, 2007)

STATE OF NEVADA)
) ss.
CITY OF LAS VEGAS)

AFFIDAVIT OF MAILING
NOTICE OF HEARING

Beverly K. Bridges, CMC, does hereby swear, upon oath according to law:

1. I am and at all times hereinafter mentioned was the duly qualified and sworn City Clerk of the City of Las Vegas, Nevada.

2. I mailed or caused to be mailed a notice entitled "NOTICE OF HEARING ON PROPOSED PROJECT AND ASSESSMENTS WITHIN THE PROPOSED CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1510 – Cliff Shadows Parkway (I-215 To Lone Mountain Road)" by deposit in the United States mail, postage prepaid, as first-class mail, at the post office in the City of Las Vegas, Nevada, on _____, 20__, being at least twenty (20) days prior to the hearing, on November 7, 2007, to the last known address of each last known owner of land within the District whose property will be assessed for the cost of the improvements, such addresses and owners being those appearing on the records of the County Assessor of Clark County, Nevada, and from such other sources as I, the City of Las Vegas and Public Works Department deemed to be reliable.

3. A list of said owners and their addresses is hereto attached, marked Exhibit A and made a part hereof, all addresses therein being situate within the City of Las Vegas, Nevada, unless otherwise indicated, such names and addresses being the same as those shown on the "Tabulation of Parcels" or "Preliminary Assessment Roll".

4. There is attached hereto, marked Exhibit B and made a part hereof, a full, true and correct copy of the notice as mailed as herein described.

5. Copies of the affidavit of publication of said notice, verified by the affidavit of the publisher, and a copy of this affidavit are on file in the office of the City Clerk.

Further Affiant sayeth naught.

BEVERLY K. BRIDGES, CMC
City Clerk

SUBSCRIBED and SWORN to before me in the City of Las Vegas, Nevada, this _____
_____, 20__.

My commission expires _____.

(NOTARIAL STAMP)

Notary Public

EXHIBIT "A"

(Attach List of Property Owners with Their Addresses)

EXHIBIT "B"

(Attach Notice of Hearing as Mailed)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 3, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ Consent ☐ Discussion

SUBJECT:

RESOLUTIONS:

R-70-2007 - Approval of a Resolution of the City of Las Vegas authorizing the Clean Water Coalition to borrow money and evidence such borrowing with special obligations of the Clean Water Coalition - All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

The City of Las Vegas is a Member of the Clean Water Coalition and the Interlocal Cooperative Agreement requires the Coalition obtain approval of the governing body of each of its Members before borrowing money. The Coalition proposes to issue up to \$800,000,000 in revenue bonds with no more than \$220,000,000 principal amount outstanding at any time for the purposes of defraying, wholly or in part, the cost of acquiring, constructing, reconstructing, improving and equipping a regional system for the conveyance of effluent from existing and future wastewater treatment facilities to certain locations.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

Resolution No. R-70-2007

Motion made by GARY REESE to Approve Items 11-33 and 35-40

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

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

RESOLUTION NO. R-70-2007

**A RESOLUTION OF THE CITY OF LAS VEGAS
AUTHORIZING THE CLEAN WATER COALITION TO
BORROW MONEY AND EVIDENCE SUCH BORROWING
WITH SPECIAL OBLIGATIONS OF THE CLEAN WATER
COALITION.**

WHEREAS, the Clean Water Coalition and the City of Las Vegas (the "Coalition" and the "City", respectively) have heretofore entered into the Interlocal Cooperative Agreement dated November 20, 2002, as amended, between the City and the Coalition (the "Agreement"); and

WHEREAS, the City is a Member of the Coalition and the Agreement requires the Coalition obtain approval of the governing body of each of its Members before borrowing money; and

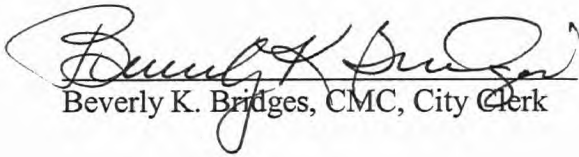
WHEREAS, the Coalition proposes to issue up to \$800,000,000 in aggregate principal amount of revenue bonds, commercial paper or other short-term floating rate securities or any combination thereof (the "Bonds") and additional Bonds for the purposes of refunding the Bonds, with no more than \$220,000,000 principal amount outstanding at any time for the purposes of defraying, wholly or in part, the cost of acquiring, constructing, reconstructing, improving and equipping a regional system for the conveyance of effluent from existing and future wastewater treatment facilities to certain locations, including, without limitation, facilities such as pipelines, tunnels, energy recovery facilities, other regional system facilities associated with the treatment and conveyance of effluent, from the discharge point of wastewater treatment facilities, and real property, personal property, structures, fixtures, and equipment therefor and all appurtenances and incidentals necessary, useful or desirable thereto (the "Project").

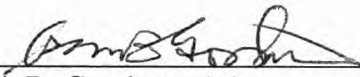
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LAS VEGAS,
NEVADA:**

Section 1. The City approves the issuance of the Bonds by the Coalition for the Project and the issuance of any obligations that refund those Bonds, upon such terms and conditions as set forth by the Coalition.

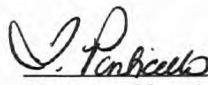
Section 2. This resolution shall be effective on passage and approval.

PASSED, ADOPTED AND APPROVED this October 3, 2007.


Beverly K. Bridges, CMC, City Clerk


Oscar B. Goodman, Mayor

APPROVED AS TO FORM:

 9/11/07
Deputy City Attorney Date

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I am the duly qualified and City Clerk of the City of Las Vegas (herein "City"), Nevada, do hereby certify:

1. The foregoing pages are a full and correct copy of the resolution of the City Council of said City adopted at a meeting thereof held on October 3, 2007.

2. All members of the Council were given due and proper notice of such meeting and voted on such resolution as follows:

Those Voting Aye:

Mayor:

Councilmembers:

Oscar Goodman

Gary Reese

Larry Brown

Steve Wolfson

Lois Tarkanian

Steven D. Ross

Those Voting Nay:

None

Those Absent:

Ricki Y. Barlow

3. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting and excerpt from the agenda for the meeting relating to the resolution, as posted at least 3 working days in advance of the meeting on the City's website, if any, and at:

- (i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada;
- (ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada;
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada;

- (iv) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada; and
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada.

is attached as Exhibit "A".

4. At least 3 working days before such meeting, such notice was mailed to each member of the Board and to each person, if any, who has requested notice of meetings of the Board in the same manner in which notice is required to be mailed to a member of the Board.

IN WITNESS WHEREOF, I have hereunto set my hand of the City of Las Vegas, Nevada, this October 3, 2007.

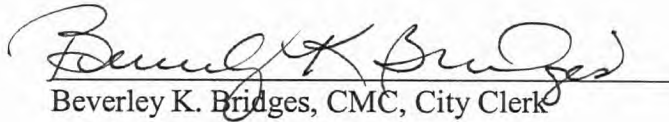

Beverley K. Bridges, CMC, City Clerk

EXHIBIT A

(Attach Copy of Notice of Meeting)

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CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

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

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

COUNCIL MEMBERS: LARRY BROWN (Ward 4), STEVE WOLFSON (Ward 2),

LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6); RICKI Y. BARLOW (Ward 5)

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

October 3, 2007

Morning Session begins at 9:00 a.m.

Afternoon Session begins at 1:00 p.m.

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

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

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

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION - CHAPLAIN STEVE SANSON, VETERANS IN POLITICS INTERNATIONAL
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF NATIONAL COMMUNITY PLANNING MONTH
7. RECOGNITION OF NATIONAL FIRE PREVENTION WEEK
8. RECOGNITION OF NATIONAL CODE COMPLIANCE MONTH

BUSINESS ITEMS - MORNING

9. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
10. Approval of the Final Minutes by reference of the regular City Council meetings of August 15, 2007 and September 5, 2007 and the Special Joint City Council and Planning Commission meeting of August 27, 2007

CONSENT AGENDA

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

CITY CLERK - CONSENT

11. Approval of the certificate declaring the petition submitted by the Ward Increase Initiative Petition Petitioners' Committee as insufficient

FIELD OPERATIONS - CONSENT

12. Approval of an Agreement to Negotiate Exclusively between the City of Las Vegas and the College of Southern Nevada to develop real property leased to the City by the Bureau of Land Management located near the intersection of Elkhorn Road and Durango Drive, APN's 125-17-401-006 and 125-17-801-001 - Ward 6 (Ross)
13. Approval of a Cooperative Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) for real property leased to the City by the Bureau of Land Management for a park and ride and transit facility located near the intersection of Elkhorn Road and Durango Drive, APN 125-17-801-001 - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

14. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
15. Approval to transfer funding from the Fire Apparatus Garage and Training Equipment Storage Building capital project to the Fire Training Center Renovations capital project (\$590,000 - Fire Services Capital Project Fund) - Ward 3 (Reese)
16. Approval to transfer funding from the Tropical/Durango Park capital project to the Durango/Riley Park capital project (\$6,500,000 - Parks & Leisure Activities CPF) - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

17. Approval of a Special Event Alcoholic Beverage License for Beauty Bar, Location: Beauty Bar, 517 Fremont Street, Dates: October 5, 18, 22, 31 and November 2, 17, 21, 2007, Type: Special Event General, Event: First Friday/Concerts, Responsible Person in Charge: Bree Blumstein - Ward 5 (Barlow)
18. Approval of a Special Event Alcoholic Beverage License for Economic Opportunity Board of Clark County (KCEP FM 88.1), Location: Hills Park, 9100 Hillpointe Road, Date: October 6, 2007, Type: Special Event General, Event: Diamond in the Desert Blues Festival Concert, Responsible Person in Charge: Richard Ransom - Ward 4 (Brown)
19. Approval of a Special Event Alcoholic Beverage License for Steiner's-A Nevada Style Pub, Location: Steiner's-A Nevada Style Pub, 8410 West Cheyenne Avenue, Suite 107, Date: October 6, 2007, Type: Special Event General, Event: 10th Annual Oktoberfest, Responsible Person in Charge: Roger Sachs - Ward 4 (Brown)

20. Approval of Change of Business Name for a Supper Club License, Florida Cafe, LLC, dba From: Florida Cafe, To: Florida Cafe Cuban Bar and Grill, 1401 Las Vegas Boulevard South, Sergio L. Perez, Mgr, Principal, 100% - Ward 3 (Reese)
21. Approval of Change of Business Name for a Package Liquor License, Acosta Enterprises, dba From: Rincon Latino 3, To: Supermercado Rincon Latino, 3700 East Charleston Boulevard, Suite 120, Leonardo Garcia, Dir, Pres, Treas and Graciela Garcia, Dir, Secy, 100% jointly with spouse - Ward 3 (Reese)
22. Approval of a new Liquor Caterer License, WPC Holding, LLC, dba Wolfgang Puck Catering, 333 South Valley View Boulevard, Carl H. Schuster, Mgr, Barbara E. Lazaroff, Mgr, and Wolfgang J. Puck, Mgr - Ward 1 (Tarkanian)
23. Approval of a Special Event Alcoholic Beverage License for Prom Management Group, Inc., Location: Tournament Players Club, 1700 Village Center Circle, Dates: October 8 - 14, 2007, Type: Special Event General, Event: Frys.com Open - Golf Tournament, Responsible Person in Charge: Todd Hansen - Ward 2 (Wolfson)
24. Approval of a new Restricted Gaming License for 15 slots, Admistca, Inc., dba La Cabana Cantina, 530 South Martin L. King Boulevard, Adela Jacobs, Pres, Secy and William L. Jacobs, Treas, 100% jointly with spouse - Ward 5 (Barlow)
25. Approval of Amendment to Wireless Use Agreement with NextG Networks of California, Inc. ("NextG") allowing NextG to use streetlight, traffic signal and school flasher poles for wireless communications equipment - All Wards

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

26. Approval of the Third Amendment to Consultant Agreement No. 080014-DC for Engineering Design Services in connection with the expansion of the Water Pollution Control Facility located at 6005 Vegas Valley Drive – Department of Public Works – Award recommended to: HDR ENGINEERING, INC (\$250,626 – Sanitation Enterprise Fund) – County
27. Approval of the First Amendment to Engineering Design Services Agreement No. 070367-DC for On Call Services for the Environmental Division at the Water Pollution Control Facility located at 6005 Vegas Valley Drive – Department of Public Works – Award recommended to: CH2M HILL (\$200,000 – Sanitation Enterprise Fund) – County
28. Approval of award of Contract No. 080002-CW for Annual Audit Services for the City of Las Vegas and the Redevelopment Agency for Fiscal Years 2006, 2007 and 2008 - Department of Finance and Business Services - Award recommended to: KPMG LLP (\$288,000 - General Fund) - All Wards
29. Approval of award of Modification No. 3 to Contract No. 060017-TB for Maintenance of Yucca Mountain Monitoring Program - Office of Administrative Services - Award recommended to: URBAN ENVIRONMENTAL RESEARCH, LLC (\$66,000 - Multipurpose Special Revenue Fund) - All Wards
30. Approval of Agreement No. 080055-MAF, Blanket Services Agreement for Constructability Reviews, Value Engineering, CPM Scheduling, Change Order Review and Analysis for various projects related to the City's Capital Improvement Program - Department of Public Works - Award recommended to: O'CONNOR CONSTRUCTION MANAGEMENT, INC. (\$250,000 - Road and Flood Capital Projects Fund) - All Wards
31. Approval of Agreement No. 080054-MAF, Designated Services Agreement for Architectural Programming, Schematics and Cost Estimates in connection with Fire Station #49 located at Log Cabin Way and Fort Apache Road - Department of Public Works - Award recommended to: CARPENTER SELLERS ARCHITECTS (\$146,150 - Fire Services Capital Projects Fund) - Ward 6 (Ross)

FIRE & RESCUE - CONSENT

32. Approval of Memorandum of Understanding between the City of Las Vegas and International Association of Firefighters Local 1285 for the provision of health care coverage in the event of deployment on an Urban Search and Rescue Task Force - All Wards

NEIGHBORHOOD SERVICES - CONSENT

33. Approval of a Memorandum Of Understanding (MOU) between the City of Las Vegas, Interlocal Jurisdictions, Southern Nevada Hospitals and WestCare Nevada, Inc. to contribute \$280,211.76 (General Funds) for a Community Triage Center located at 930 N. 4th Street - Ward 5 (Barlow)
34. Approval of the Parents As Learning Support (PALS) funding recommendations to allocate \$93,540 (State Grant Funds) to 22 City of Las Vegas elementary schools for the implementation of programs to increase parent involvement in education - All Wards
35. Approval of a Deferred Loan Agreement for expending \$46,000 of Home Investment Partnership Program (HOME) funds for housing rehabilitation assistance at 3217 Venus Circle. PROPERTY OWNER: Dean Lino - Ward 3 (Reese)

PLANNING & DEVELOPMENT - CONSENT

36. Approval of a Statement of Intent regarding the Southern Nevada Regional Planning Coalition's Integrated and Interconnected Trail and Open Space System for Southern Nevada - All Wards

PUBLIC WORKS - CONSENT

37. Approval to file a Right-of-Way Grant with the Bureau of Land Management for roadway, sewer and drainage purposes on portions of land lying within the North Half of the Southeast Quarter of Section 19, Township 19 South, Range 60 East, Mount Diablo Meridian, located along Grand Canyon Drive and Echelon Point Drive, APN 125-19-701-011 - Ward 6 (Ross)
38. Approval of a Non-Refundable Contribution in Aid of Construction Agreement and a Rule 9 Line Extension Agreement with Nevada Power Company for the relocation of Nevada Power facilities along Grand Central Parkway as part of the Downtown Connector Bus Rapid Transit (BRT) Grand Central Parkway Phase I Improvements project (\$372,048 - Regional Transportation Commission [RTC]) - Wards 3 and 5 (Reese and Barlow)

RESOLUTIONS - CONSENT

39. R-69-2007 - Approval of a Resolution Making Provisional Order and Directing that the Notice of Public Hearing thereon be given regarding: Special Improvement District No. 1510 - Cliff Shadows Parkway (I-215 to Lone Mountain Road) - Ward 4 (Brown)
40. R-70-2007 - Approval of a Resolution of the City of Las Vegas authorizing the Clean Water Coalition to borrow money and evidence such borrowing with special obligations of the Clean Water Coalition - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

41. Report from the City Manager on Emerging Issues
42. Discussion and possible action regarding the First Amendment to Exclusive Negotiation Agreement by and between City Parkway V, Inc., and LiveWork, LLC, for evaluating the disposition and development of real property located near Main Street and Lewis Avenue and real property located near the southeast corner of City Parkway and Grand Central Parkway (APNs 139-34-210-022, -021, -020, -019, -023, -008, -007, -009, -010, -011, -012, -013, and a portion of APN 139-34-110-004) - Wards 3 and 5 (Reese and Barlow)
43. Discussion and possible action to receive a report by the General Manager of the Las Vegas Valley Water District and Southern Nevada Water Authority on the status of the drought, conservation efforts, water infrastructure projects and related activities - All Wards

ADMINISTRATIVE SERVICES - DISCUSSION

44. Discussion and possible action on a report from staff concerning the alternatives presented in the scoping meetings for the on-going Supplemental Environmental Impact Statement, conducted by the Las Vegas Field Office of the Bureau of Land Management, for the Proposed Conservation Area in the Northwest portion of the City - Ward 6 (Ross)

CITY ATTORNEY - DISCUSSION

45. Discussion and possible action on Appeal of Work Card Denial: Michelle Lynne Whitten, 1126 Evening Canyon Avenue, Henderson, Nevada 89014
46. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Paul David Bingham, 2025 Bangle Street, North Las Vegas, Nevada 89030

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

47. Discussion and possible action regarding Temporary Approval of Change of Ownership, Change of Location, and Change of Business Name for a Tavern License subject to Health Dept. regulations, From: Gustav International Chartered, dba Plush (Non-operational), To: Dominic L. Laino, dba Club 2100, 2025 East Charleston Boulevard, Dominic L. Laino, Owner, 100% - Ward 3 (Reese)
48. Discussion and possible action regarding Temporary Approval of a new Burglar Alarm Service License, Sound Security Inc., dba Sound Security Inc., 2514 Paradise Isle Avenue, Thomas C. Morgan, Pres, 49% and Katrina Rydalch, Secy, Treas, 51% - North Las Vegas
49. Discussion and possible action regarding a Six Month Review for a Massage Establishment License, Rock Springs Massage NV, dba Massage Envy, 7175 West Lake Mead Boulevard, Suite 174, Stephen L. Cook, Owner, 50% and Shannon L. Cook, Owner, 50% - Ward 1 (Tarkanian)
50. Discussion and possible action on Appeal of the denial of Key Employee Suitability for Wendy Michelle Chor at Short Line Express Market, 500 South Decatur Boulevard - Ward 1 (Tarkanian)

LEISURE SERVICES - DISCUSSION

51. Discussion and possible action to name the park located at Alexander Road and Hualapai Way - Ward 4 (Brown)

PLANNING & DEVELOPMENT - DISCUSSION

52. Discussion and possible action regarding a proposed Action Plan that addresses comments received during the August 27th Joint City Council/Planning Commission workshop on sustainability - All Wards

PUBLIC WORKS - DISCUSSION

53. Report to Mayor and City Council on the status of US-95 projects by the Nevada Department of Transportation (NDOT) - All Wards

RESOLUTIONS - DISCUSSION

54. R-71-2007 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Aristotle Holdings, LP, (Owner) and OG Eliades, LLC, and OG Eliades AD, LLC, d/b/a Olympic Garden (Tenant), located at 1531 Las Vegas Boulevard South (APN 162-03-210-090) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Reese) [NOTE: This item is related to RDA Item 4 (RA-18-2007) and to RDA Item 5]

BOARDS & COMMISSIONS - DISCUSSION

55. ABEYANCE ITEM - CHILD CARE LICENSING BOARD – Jana Tompkins, Term Expiration 6-2009 (Resigned)

56. Appointment of Members to the Community Development Recommending Board
57. Discussion and possible action on the appointment of a member of City Council to be the City's representative to the Southern Nevada Enterprise Community Advisory Board
58. Discussion and possible action on the appointment of the City representative to the Department of Transportation Regional Advisory Committee regarding oversized and overweight vehicles

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

59. Bill No. 2007-50 – Amends the City zoning regulations to prohibit short-term vacation rentals in any residential zoning district. Sponsored by: Councilwoman Lois Tarkanian and Councilman Steve Wolfson [NOTE: This item will be heard at the October 17, 2007 City Council meeting]
60. Bill No. 2007-54 – Updates various use and design standards within the Downtown Centennial Plan. Sponsored by: Councilman Gary Reese
61. Bill No. 2007-55 - Amends Ordinance No. 5911 relating to the issuance of City of Las Vegas General Obligation (Limited Tax) Sewer Refunding Bonds, (Additionally Secured by Pledged Revenues) Series 2007 - Proposed by Mark R. Vincent, Director of Finance and Business Services Department
62. Bill No. 2007-56 - Authorizes the issuance of the City of Las Vegas, Nevada, General Obligation (Limited Tax) Various Purpose Medium-Term Bonds (Stupak Community Center Project and Fire Protection Projects), Series 2007- Proposed by Mark R. Vincent, Director of Finance and Business Services Department

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

NEW BILLS - DISCUSSION

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

63. Bill No. 2007-57 – Amends the City's drought plan regulations to remove certain turf-planting restrictions and to provide a limited exemption from the mandatory watering schedule for properties using smart controllers. Sponsored by: Councilwoman Lois Tarkanian
64. Bill No. 2007-58 – Increases under certain circumstances the period of time during which certain nonconforming uses may be discontinued without losing their nonconforming status, and provides a similar increase concerning the discontinuance of certain types of special use permits. Sponsored by: Councilwoman Lois Tarkanian
65. Bill No. 2007-59 – Authorizes the recordation of notices of zoning action advising property owners and others of the existence of zoning conditions, requirements and limitations, and adds a mechanism for the review of conditions that have been imposed in connection with zoning approvals. Sponsored by: Councilman Steve Wolfson

66. Bill No. 2007-60 – Amends the regulations pertaining to animal-drawn vehicles to eliminate the requirement that vehicles be equipped with seat belts and the requirement for certification that animals used in the business be acclimated to street noises.
Proposed by: Bradford R. Jerbic, City Attorney
67. Bill No. 2007-61 – Increases the salary of, and provides a vehicle allowance for, the Mayor and City Council. Sponsored by:
Mayor Oscar B. Goodman

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

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

HEARINGS - DISCUSSION

69. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 5521 Flower Circle. PROPERTY OWNER: RODGER H. CAMBERN (\$6,133 – General Fund) – Ward 1 (Tarkanian)
70. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 1318 Barnard Drive. PROPERTY OWNER: JESSE M. SALAS (\$2,951.35 – General Fund) - Ward 1 (Tarkanian)
71. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 2255 S. Buffalo Drive. PROPERTY OWNER: ALAN GALINATO (\$5,241 – General Fund) - Ward 2 (Wolfson)

PLANNING & DEVELOPMENT

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

PLANNING & DEVELOPMENT - CONSENT

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

72. EOT-24010 - APPLICANT/OWNER: HARVEY M. MILLER FAMILY TRUST - Request for an Extension of Time of an approved Variance (VAR-8570) TO ALLOW 43 PARKING SPACES WHERE 61 ARE REQUIRED FOR A PROPOSED CAR WASH AND AUTO REPAIR GARAGE, MINOR on 1.47 acres at 6351 West Lake Mead Boulevard (APN 138-23-720-007), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL
73. EOT-24008 - APPLICANT/OWNER: HARVEY M. MILLER FAMILY TRUST - Request for an Extension of Time of an approved Special Use Permit (SUP-8364) FOR A PROPOSED AUTO REPAIR GARAGE, MINOR on 1.47 acres at 6351 West Lake Mead Boulevard (APN 138-23-720-007), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited

Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL

74. EOT-24009 - APPLICANT/OWNER: HARVEY M. MILLER FAMILY TRUST - Request for an Extension of Time of an approved Special Use Permit (SUP-8360) FOR A PROPOSED CAR WASH/AUTO DETAIL FACILITY on 1.47 acres at 6351 West Lake Mead Boulevard (APN 138-23-720-007), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL
75. EOT-24011 - APPLICANT/OWNER: HARVEY M. MILLER FAMILY TRUST - Request for an Extension of Time of an approved Site Development Plan Review (SDR-8354) FOR A PROPOSED 5,784 SQUARE-FOOT CAR WASH AND A 4,492 SQUARE-FOOT AUTO REPAIR GARAGE, MINOR on 1.47 acres at 6351 West Lake Mead Boulevard (APN 138-23-720-007), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - ONE MOTION/ONE VOTE

THE FOLLOWING ARE ITEMS THAT MAY BE CONSIDERED IN ONE MOTION/ONE VOTE. THEY ARE CONSIDERED ROUTINE NON-PUBLIC AND PUBLIC HEARING ITEMS. ALL PUBLIC HEARINGS AND NON-PUBLIC HEARINGS WILL BE OPENED AT ONE TIME. ANY PERSON REPRESENTING AN APPLICATION OR A MEMBER OF THE PUBLIC OR A MEMBER OF THE CITY COUNCIL NOT IN AGREEMENT WITH THE CONDITIONS AND ALL STANDARD CONDITIONS FOR THE APPLICATION RECOMMENDED BY STAFF, SHOULD REQUEST TO HAVE THAT ITEM REMOVED FROM THIS PART OF THE AGENDA.

76. SDR-21916 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: UNGAR INVESTMENTS, LP. - Request for a Site Development Plan Review FOR A 3,029 SQUARE FOOT SERVICE STATION (WITHOUT AUTOMOTIVE REPAIR) WITH A WAIVER TO THE PERIMETER LANDSCAPE BUFFERING STANDARDS TO ALLOW A FIVE-FOOT WIDE BUFFER WHERE EIGHT FEET IS REQUIRED ALONG A PORTION OF THE SOUTH PERIMETER AND TO ALLOW NO LANDSCAPE BUFFER ALONG A PORTION OF THE EAST PERIMETER WHERE AN 8-FOOT WIDE LANDSCAPE BUFFER IS REQUIRED on 0.76 acres at the southeast corner of Teddy Drive and Sahara Avenue (APNs 162-08-502-005 and 001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-0 vote) and staff recommend APPROVAL
77. RQR-23426 - PUBLIC HEARING - APPLICANT/OWNER: PHSSA, LLC - Request for a Required Six Month Review of an approved Review of Condition (ROC-11856) TO AMEND CONDITIONS REGARDING HOURS OF OPERATION AND ALLOWING OFFICE INSTEAD OF RETAIL USE on 4.36 acres at 1250 South Buffalo Drive (APN 163-03-101-015), O (Office) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL
78. ROC-23867 - PUBLIC HEARING - APPLICANT/OWNER: MARTIN GREENWALD - Request for a Review of Condition to remove Conditions Number 17 and 19 of an approved Site Development Plan Review (SDR-13802) WHICH REQUIRED THE APPLICANT TO CONSTRUCT ALL INCOMPLETE HALF STREET IMPROVEMENTS ADJACENT TO THE SITE AND TO MODIFY THE DRIVEWAY ACCESSING RANCHO DRIVE TO CURRENT CITY STANDARDS TO INSTEAD REQUIRE A COVENANT RUNNING WITH LAND AGREEMENT FOR THE FUTURE CONSTRUCTION OF THOSE IMPROVEMENTS AND TO ALLOW THE EXISTING DRIVEWAY ON RANCHO DRIVE TO REMAIN on 1.84 acres at 4820 North Rancho Drive (APN 125-35-401-006), C-2 (General Commercial) Zone, Ward 6 (Ross). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

79. GPA-22560 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: KATHI MACDONALD - OWNER: ROBERT & NETA GARSIDE - Request to amend a portion of the Centennial Hills Sector Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: SC (SERVICE COMMERCIAL) on 0.53 acres at 4309 Thom Boulevard (APN 138-01-701-003), Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL

80. ZON-22562 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: KATHI MACDONALD - OWNER: ROBERT & NETA GARSIDE - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) on 0.53 acres at 4309 Thom Boulevard (APN 138-01-701-003), Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
81. SDR-22557 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: KATHI MACDONALD - OWNER: ROBERT & NETA GARSIDE - Request for a Site Development Plan Review FOR A 3,588 SQUARE FOOT COMMERCIAL RECREATION/AMUSEMENT FACILITY (INDOOR) on 0.53 acres at 4309 Thom Boulevard (APN 138-01-701-003), R-E (Residence Estates) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL
82. VAR-21980 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: WINGATE MARKETING GROUP - OWNER: DAVID WILLDEN - Request for a Variance TO ALLOW A ZERO SIDE YARD SETBACK ON THE EASTERN PORTION OF THE SITE WHERE A 10 FOOT SIDE YARD SETBACK IS REQUIRED FOR A PROPOSED FULL SERVICE CAR WASH on 0.76 acres on the south side of West Sahara Avenue, approximately 1,400 feet east of Decatur Boulevard (APN 162-07-101-005 and 006), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (4-3 vote) recommends APPROVAL
83. SUP-21979 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: WINGATE MARKETING GROUP - OWNER: DAVID WILLDEN - Request for a Special Use Permit FOR A PROPOSED FULL SERVICE CAR WASH AND DETAIL on the south side of West Sahara Avenue, approximately 1,400 feet east of Decatur Boulevard (APNs 162-07-101-005 and 006), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (4-3 vote) recommends APPROVAL
84. SDR-21982 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: WINGATE MARKETING GROUP - OWNER: DAVID WILLDEN - Request for a Site Development Plan Review FOR A PROPOSED FULL SERVICE CAR WASH WITH WAIVERS TO ALLOW A 4.5 FOOT BUFFER ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND A ZERO FOOT BUFFER ALONG A PORTION OF THE EAST AND WEST PROPERTY LINES WHERE EIGHT FEET IS REQUIRED on 0.76 acres on the south side of West Sahara Avenue, approximately 1,400 feet east of Decatur Boulevard (APNs 162-07-101-005 and 006), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (4-3 vote) recommends APPROVAL
85. RQR-23823 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: NEVADA POWER COMPANY - OWNER: US DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT - Required One Year Review of an approved Review of Condition (ROC-2137) THAT ALLOWED THE DEFERMENT OF THE REQUIRED LANDSCAPING ALONG THE EAST, NORTH AND WEST SIDES OF THE SITE on property located adjacent to the northwest corner of Iron Mountain Road and Decatur Boulevard (A portion of APN 125-01-701-001), C-V (Civic) Zone, Ward 6 (Ross). Staff recommends DENIAL
86. RQR-22126 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: POOLE-SANFORD LLC - Appeal from the Denial by the Planning Commission of a request for a Required Three Year Review of an approved Special Use Permit (U-0010-97) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3901 North Rancho Drive (APN: 138-12-110-004), C-1 (Limited Commercial) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend DENIAL
87. SDR-15747 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: TWIN LAKES BAPTIST CHURCH - Request for a Site Development Plan Review FOR A PROPOSED 31,126 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 8.55 acres at the northwest corner of Rainbow Boulevard and Westcliff Drive (a portion of APN 138-27-802-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
88. SUP-13490 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: FIRST PRESBYTERIAN CHURCH OF LV NV - Appeal filed by the applicant from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1619 West Charleston Boulevard (APN 162-04-510-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL

89. SUP-21620 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: TIMOTHY & ALISANDRA VOLZ – Appeal of the denial by the Planning Commission of a request for a Special Use Permit TO ALLOW A PROPOSED 55-FOOT HIGH RETRACTABLE AMATEUR RADIO ANTENNA TOWER at 325 Santa Fe Street (APN 138-34-613-028), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian). The Planning Commission (4-3 vote) recommends DENIAL. Staff recommends APPROVAL
90. ROC-17721 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CARS-DB4, LP - Request for a Review of Condition #3 of an approved Rezoning (Z-0099-96) WHICH REQUIRES THAT THE NORTH 200 FEET OF THE SITE SHALL BE LIMITED TO THE PARKING OF VEHICLES at 6300 West Sahara Avenue (APN 163-02-801-005), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
91. SDR-17720 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CARS-DB4, LP - Request for a Site Development Plan Review FOR A 41,680 SQUARE FOOT EXPANSION TO AN EXISTING AUTOMOTIVE DEALERSHIP AND A WAIVER TO ALLOW ZERO FEET OF LANDSCAPE BUFFER ALONG THE WESTERN PERIMETER WHERE EIGHT FEET IS REQUIRED on 8.76 acres at 6300 West Sahara Avenue (APN 163-02-801-005), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL
92. DIR-21753 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: RONALD D. DILLE AND MARILYN I. DILLE TRUST - Appeal of Director's decision per Title 19.18.110.H to deny a Home Occupation Permit for a proposed accounting firm at 312 Broxton Lane (APN 138-35-214-005), Ward 1 (Tarkanian). The Planning Commission (5-0 vote) and staff recommend DENIAL

SET DATE

93. Set date on any appeals filed or required public hearings from the City Planning Commission Meetings, Centennial Hills Architectural Review Committee and Dangerous Building or Nuisance/Litter Abatements

CITIZENS PARTICIPATION

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

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 3, 2007

DEPARTMENT: CITY MANAGER
DIRECTOR: DOUGLAS A. SELBY

☐ Consent ☒ Discussion

SUBJECT:
ADMINISTRATIVE:

Report from the City Manager on Emerging Issues

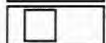
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The City Manager (CM) Report will be a vehicle for the City Manager to update the Council on emerging issues that may have an impact on the City of Las Vegas. The CM Report will be a recurring item for every Council meeting. If there are no items for the particular meeting, the City Manager will recommend that the item be stricken.

RECOMMENDATION:

Report only, no action required

BACKUP DOCUMENTATION:

None

Minutes:

No motion required. A report was given.

CITY MANAGER SELBY reported on various issues affecting the City. The consolidated sales tax, which comprises approximately 60 percent of the operating budget, continues to decline. Staff attributes this to the downturn in the housing market, as well as the downturn in retail sales. City administration remains optimistic that, as all the new projects are come online, things will turn around. Nevertheless, staff has been asked to take a conservative approach to budgeting.

During his recent visit to Washington, D.C., a few topics of interest were discussed. There is a concern that the nation could face major shortfalls in transportation funding, which could adversely affect Nevada projects. There are efforts to prevent the fund from going into a deficit, but it remains to be seen. The Secretary of Transportation has created a new program for corridors that are of commercial concern to the United States. This program is called Corridors of the Future. The good news is that I-15, because of its role in transportation, interstate commerce and its relationship to NAFDA, is included in the Corridors of the Future program.

CITY COUNCIL MEETING OF: OCTOBER 3, 2007

This will make it eligible for consideration in certain types of funding and innovative efforts, such as truck-only lanes. As part of the reauthorization of the Surface Transportation Act, there might be an opportunity to restore Amtrak service between Las Vegas and Southern California. Legislation is being considered to address the mortgage crisis, including the possibility of broadening the FHA program and forgiving the tax consequences. CONGRESSMAN BARNEY FRANK is looking to introduce legislation that would legalize internet gaming. Regarding tourism and trade, there is a great deal of bi-partisan support for encouraging international tourism and trade. Concerns were expressed about how Canadians might feel about stricter border controls and passport requirements, as Las Vegas is the third most popular destination in the U.S. for Canadians. The concern is that all international visitors are treated like terrorists, thus, courtesy at the borders is a concern. These concerns sparked the creation of the Discover America Initiative.

CITY MANAGER SELBY announced several upcoming events throughout the City: the homeowners association appreciation day on 10/6/2007, during which the City will educate homeowners on sustainability, opening up the fire stations for the public to visit on 10/13/2007 as part of Fire Prevention Week and the Annual Hispanic International Day parade, which will also be held 10/13/2007. COUNCILMAN ROSS outlined the open forum for the homeowners meeting on Saturday, from 11:00 a.m. to 1:00 p.m., recognizing the commitment homeowners associations make to the community.

COUNCILMAN WOLFSON asked if the housing program for teachers was still available. CITY MANAGER SELBY offered to obtain accurate numbers and report in the future. COUNCILWOMAN TARKANIAN requested the teachers' housing program report include any other teacher-related programs.

COUNCILMAN WOLFSON indicated that, while the City has good parades, they should be promoted to a greater extent, starting with the upcoming Veterans Day Parade in November.

MAYOR GOODMAN directed CITY MANAGER SELBY to let the Council know if there is anything it can do to move along some of the programs mentioned during his report, such as Amtrak; in particular, internet betting. He noted that sport betting is an example of where Nevada's regulation has demonstrated its expertise. Nevada should be involved with the leagues and regulations that preclude betting misconduct.

TOM McGOWAN, Las Vegas resident, commented on the disparity between the have and have-nots, artificially inflated property values and rents and their effect on homelessness. He suggested the Council reorder its priorities to address these issues, or face a government collapse.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 3, 2007

DEPARTMENT: CITY MANAGER**DIRECTOR: DOUGLAS A. SELBY**☐ Consent ☒ Discussion**SUBJECT:****ADMINISTRATIVE:**

Discussion and possible action regarding the First Amendment to Exclusive Negotiation Agreement by and between City Parkway V, Inc., and LiveWork, LLC, for evaluating the disposition and development of real property located near Main Street and Lewis Avenue and real property located near the southeast corner of City Parkway and Grand Central Parkway (APNs 139-34-210-022, -021, -020, -019, -023, -008, -007, -009, -010, -011, -012, -013, and a portion of APN 139-34-110-004) - Wards 3 and 5 (Reese and Barlow)

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

On April 18, 2007, the City Council approved the Exclusive Negotiation Agreement (ENA) with LiveWork, LLC, and Zoe Property, LLC, to study the feasibility of disposition and development of the Queen of Hearts property (LiveWork Site) to City Parkway V, Inc., (CPV) and also to study the feasibility of the disposition and development of Parcel P and Parcel Q in Union Park to LiveWork, LLC. This First Amendment (1) extends the term of the ENA to a date certain of February 29, 2008, (2) acknowledges CPV approval of transfers of ownership interest in the LiveWork Site from Zoe Property, LLC, to LiveWork, LLC, and (3) acknowledges and approves of the acquisition by affiliates of Forest City Enterprises, Inc., of a tenant-in-common interest in the LiveWork Site.

RECOMMENDATION:

Approval and authorize the President of City Parkway V, Inc., to execute the First Amendment to the ENA.

BACKUP DOCUMENTATION:

1. First Amendment to Exclusive Negotiation Agreement
2. Exclusive Negotiation Agreement
3. Letter of Understanding
4. Disclosure of Principals
5. Site Map - LiveWork Site
6. Site Map - Union Park, Parcel P and Parcel Q

CITY COUNCIL MEETING OF: OCTOBER 3, 2007

Motion made by GARY REESE to Approve

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

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

Minutes:

SCOTT ADAMS, Director of the Office of Business Development, summarized the Subject and Purpose/Background sections, adding that the ENA would expire 10/16/2007 if not extended. The extended ENA protects the potential swap of property and subsequent development. Staff has made substantial progress and reached a tentative verbal agreement that will benefit the City, but the agreement will be very complex, covering a trade of parcels, as well scope of development and schedule of performance for two sites. Staff recommends approval.

MAYOR GOODMAN encouraged MR. ADAMS to comment on the significance of the involvement of Forest City Enterprises, Inc. MR. ADAMS responded that Forest City Enterprises is one of the preeminent urban redevelopment companies in America that has developed some very notable multi-billion dollar projects, including Stapleton Airport and its surrounding housing units and commercial development. Staff is very pleased to have its involvement in downtown as a vested partner.

COUNCILMAN REESE questioned the status on the construction of a new City Hall. MR. ADAMS replied that staff has been negotiating to receive a clear and remediated site, as part of the land swap. MAYOR GOODMAN added that the agreement would include strict construction timelines for both parties. COUNCILMAN REESE welcomed Forest City Enterprises.

FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

This FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT (this "First Amendment") entered into this _____ day of October, 2007 ("Effective Date") by and between City Parkway V, Inc., a Nevada nonprofit corporation (hereinafter "CPV") and LiveWork, LLC, a Delaware Limited Liability Company in good standing with, and registered in, the State of Nevada ("Developer"), agree to amend the Exclusive Negotiation Agreement ("Original ENA") which is dated April 18, 2007, and is executed by CPV, Developer, and by Zoe Property, LLC as set forth herein.

WHEREAS:

A. On April 18, 2007, CPV entered into the Original ENA with the Developer and Zoe Property, LLC to study the feasibility of developing property owned by CPV and property owned by the Developer and Zoe Property, LLC, whereby the Original ENA then was extended by mutual letter agreement until October 15, 2007; and

B. Since the execution of the Original ENA, Developer and Zoe Property, LLC have consolidated ownership of the "LiveWork Site" identified in the Original ENA by transferring property from Zoe Property, LLC to LiveWork, LLC; and

C. The Developer has attracted a third party equity partner, Forest City Enterprises, Inc., which has acquired a tenant-in-common interest in the LiveWork Site through two holding companies named FC Vegas 39, LLC, a New York Limited Liability Company, and FC Vegas 20, LLC, a Nevada Limited Liability Company (collectively, "FCV"); and

D. CPV and the Developer desire to amend the Original ENA to extend its Term, and to formally acknowledge the transfer of interest in LiveWork site from Zoe Property, LLC to LiveWork, LLC, and the conveyance of tenant-in-common interests to FCV;

E. Developer acknowledges that the City of Las Vegas, which is a municipal corporation of the state of Nevada and of which CPV is an affiliate, has contracted with Pizzuti Solutions, LLC, an Ohio Limited Liability Company, to assist the City of Las Vegas with studying the feasibility of constructing a new City Hall facility in downtown Las Vegas at three different sites, one of which is the LiveWork Site.

NOW, THEREFORE, for and in consideration of the mutual agreements which are hereinafter contained, the parties do hereby mutually agree to amend the Original ENA as follows:

1. Section 1 of the Original ENA is deleted in its entirety and is amended to read as follows:

“1. Term. The Term of this Agreement shall commence on the Effective Date and shall expire on 5:00 P.M. P.D.T., February 29, 2008 (“Term”).”

2. A new Section 5(d) is hereby added to the Original ENA to read as follows:

“(d) Developer acknowledges that CPV and its authorized agents intend to study the fiscal and economic impact of not only the City Hall Project itself but also the fiscal and economic impact of private development to be built on real property which is owned by Developer and is in close proximity to the LiveWork Site. Developer further acknowledges that the decision by CPV and the City of Las Vegas to build the City Hall Project on the LiveWork Site is dependent on the scope, timing, and nature of the development of Developer’s real property in close proximity to the LiveWork Site. As such, Developer agrees to share with CPV information concerning the scope, timing, and nature of Developer’s development of its real property in close proximity to the LiveWork Site.”

3. Section 6(e) is deleted in its entirety and is replaced with the following:

“(e) Developer shall cooperate fully, but at no cost to Developer, in providing CPV with appropriate information and assistance to support CPV’s evaluation and implementation of the City Hall Project, including the information specified in Section 5(d). In particular, Developer shall provide CPV with copies of all reports, plans, drawings and other documents pertaining to the LiveWork Site and to Developer’s real property in close proximity to the LiveWork Site, within a reasonable time after such documents become available to Developer. Developer’s designated representative for all matters under this agreement is Barnet Liberman, provided that he may delegate some matters to other representatives of the Developer. Developer shall have the right to appoint a substitute designated representative upon written notice to CPV. Developer and CPV agree to meet no less than one time per month in connection

with the feasibility analysis of the LiveWork Site, Developer's real property in close proximity to the LiveWork Site, and the City Hall Project."

4. Item 10(a) of the Original ENA is deleted in its entirety and is replaced with the following:

"(a) Developer is LiveWork, LLC, which is a Limited Liability Company formed in the Commonwealth of Delaware and registered in Nevada as a foreign Limited Liability Company. The sole beneficial owners of Developer and the principal offices of Developer are listed in the Disclosure of Principals, the form for which is attached hereto as Exhibit "D" and by this reference is incorporated herein as if fully set forth."

5. Item (10(b) of the Original ENA is deleted in its entirety and is replaced with the following:

"(b) CPV hereby approves the (1) transfer of ownership interest in a portion of the LiveWork Site by Zoe Property, LLC to LiveWork Manager LLC and the subsequent transfer of such interest to Developer, and (2) a transfer of tenant-in-common interests in the LiveWork Site from LiveWork, LLC to FC Vegas 39, LLC, a New York Limited Liability Company, and to FC Vegas 20, LLC, a Nevada Limited Liability Company (collectively, "FCV"). Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council and effective October 1, 1999, Developer agrees to make full disclosure to CPV of its principals, officers, major stockholders, major partners, joint venture partners, and key managerial employees, and all other material information concerning Developer. Any significant change in the principals, associates, partners, joint ventures, development manager, and directly involved managerial employees of Developer is subject to approval by CPV which shall not be unreasonably withheld. As specified in Resolution R-105-99, CPV and Developer agree and acknowledge that for any ownership interest held by a publicly traded corporation subject to the rules of the United States Securities and Exchange Commission (SEC), the Developer may submit a copy of such disclosure in order to disclose ownership.

6. The first sentence of Item 16 of the Original ENA is deleted and is replaced with the following:

"16. Assignment. Except for the transfers of ownership interest to LiveWork, LLC, FC Vegas 39, LLC, and FC Vegas 20, LLC, which transfers are hereby acknowledged and

approved by CPV, Developer agrees not to assign or transfer all or any part of its interest in this Agreement without first obtaining the written consent of CPV which consent may be granted or withheld at CPV's sole and unfettered discretion."

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date set forth beneath their respective signature below, and acknowledge that the Effective Date of this First Amendment is the date on which the Las Vegas City Council has approved this First Amendment.

CPV:

CITY PARKWAY V, INC.
a Nevada corporation

By: _____
Douglas A. Selby, President

Date: _____

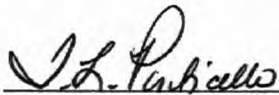
DEVELOPER:

LIVEWORK, LLC
a Delaware Limited Liability Company

By: _____
David Mitchell, Member

Date: _____

APPROVED AS TO FORM:



By: Teresita L. Ponticello, Deputy City Attorney

9/25/07

Date: _____

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "*Agreement*") entered into this 18TH day of APRIL, 2007 ("*Effective Date*"), by and between City Parkway V, Inc., a Nevada nonprofit corporation (hereinafter "*CPV*") and LiveWork, LLC, a Delaware Limited Liability Company in good standing as a foreign limited liability company registered with the State of Nevada, together with Zoe Property, LLC, also a Delaware Limited Liability Company in good standing as a foreign limited liability company registered with the State of Nevada (hereinafter collectively the "*Developer*"), on the terms and provisions set forth below, whereby CPV and Developer may be referred to singularly as a "*party*" and collectively as the "*parties*". The Effective Date, as defined above, shall be the date on which the City Council of the City of Las Vegas ("*City*") approves the execution by CPV of this Agreement.

WHEREAS:

A. Developer desires to undertake a due diligence inquiry as to the feasibility of developing certain real property owned by CPV and located in that certain development in downtown Las Vegas, Nevada known as Union Park and more fully described below in Section 2 (the "*CPV-owned Site*");

B. CPV desires to undertake a due diligence inquiry as to the feasibility of developing certain real property owned by Developer and located in downtown Las Vegas, Nevada, as more particularly described below in Section 2 (the "*LiveWork Site*"); and

B. Developer and CPV mutually desire to enter into this Agreement in order for CPV and Developer to investigate the feasibility of the purchase, sale, and development of the CPV-owned Site and the LiveWork Site ; and

C. Pursuant to that certain Project Management and Consulting Agreement entered into December 27, 2005, by and between CPV, City, and Newland Communities, LLC ("*Newland*") as may be amended from time to time ("*PMA*"), Newland has certain rights and responsibilities with respect to the marketing and disposition of property within Union Park including the Site, including the right pursuant to the PMA of payment of a fee to Newland upon a disposition of the Site.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the parties do hereby agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and automatically expire one hundred twenty (120) days after the Effective Date (the "Term"), unless extended in writing by the Parties for one additional term of sixty (60) days.

2. CPV-owned Site. The P-Q Project (defined below) is intended to be developed on that parcel of real property consisting of approximately 6.37 gross acres located within Union Park as depicted on **Exhibit "A"** attached hereto and hereby made a part of this Agreement (the "Site"). Developer acknowledges that the actual acreage useable and available for development is less than the gross acreage specified in the legal description of the Site. The actual legal description of the Site will be finalized by a survey provided by Developer and approved by CPV.

3. LiveWork Site. The City Hall Project (defined below) is intended to be developed on that real property consisting of approximately 2.57 gross acres located on the property which is located in downtown Las Vegas and is generally known collectively as 400 South 1st Street, 410 South 1st Street, 420 South 1st Street, 428 South 1st Street, 15 Lewis Avenue, 401 South Main Street, 407 South Main Street, 413 South Main Street, 415 South Main Street, and 425 South Main Street and described as depicted on **Exhibit "B-1"**, and is more particularly described by the legal description as depicted in **Exhibit "B-2"**, both of which are attached hereto and by this reference made a part hereof (collectively referred to as the "LiveWork Site").

4. P-Q Project

(a) Developer and CPV agree that Developer's intended development of the Site will consist of the following project (the "P-Q Project") of a hotel and casino in a scope and size consistent with the Union Park Design Standards as approved by the City of Las Vegas Site Development Plan Review #16267, and as may be amended from time-to-time. Development of the Site will include sufficient on-site parking.

(b) CPV has entered into certain license agreements with World Market Center, LLC, with PH GSA, LLC, and with Vegas Grand Prix, LLC, and as a result of such license agreements, there are certain physical improvements made to the CPV Site

in order to accommodate such license agreements, as well as certain use limitations to the CPV Site as governed by such license agreements. Copies of the license agreements shall be provided to the Developer simultaneously herewith.

(c) The Site will be part of the Union Park parking district and subject to the shared parking program for Union Park.

(d) CPV acknowledges that this Agreement does not obligate Developer or any of its affiliates to develop the P-Q project nor does it obligate Developer to commit any funds to the P-Q project.

5. City Hall Project

(a) CPV and Developer agree that the development by CPV of the LiveWork site will consist of the following project: an office building for employees of the City of Las Vegas, structured parking, and ancillary uses as may be required by the City of Las Vegas, all of which uses shall comprise approximately 300,000 square feet ("City Hall Project").

(b) CPV may seek to use rights-of-way adjacent to the LiveWork Site. Developer acknowledges that as the City of Las Vegas, of which CPV is an affiliate, owns said rights-of-way and as such CPV will not compensate Developer for such rights-of-way.

(c) Developer acknowledges that this Agreement does not obligate the City of Las Vegas, or any affiliate thereof, to develop the City Hall Project on the LiveWork Site. Developer further acknowledges that this Agreement does not obligate the City of Las Vegas or CPV, whether express or implied, to commit any funds for the capital cost of the City Hall Project.

6. Feasibility Analysis.

(a) Developer agrees to conduct during the Term all activities required to determine the feasibility of the P-Q Project. Such due diligence activities shall include, but not be limited to, the following which shall be submitted to CPV for its review prior to the expiration of the Term:

(i) An overall program of development of the P-Q Project on the Site.

(ii) A schematic or conceptual site plan showing building footprints, parking requirements and configuration, ingress and egress and traffic flow solutions.

(iii) A development timeline for the development and construction of the P-Q Project.

(iv) Submission of information concerning the name, organizational capacity and financial capacity of the Developer's third party development partner ("Development Partner") and for the Developer's third party operational partner ("Operational Partner") if the Operational Partner is independent of and wholly separate from the Development Partner. Such information shall include, but is not limited to the principal person or persons representing such entity or entities, the past three years of corporate financial statements, and the past three years of corporate federal income tax filings with the Internal Revenue Service.

(v) A development pro forma showing sources and uses for the P-Q Project.

All non-proprietary reports and studies pertaining to the Site and P-Q Project, including surveys and geotechnical and environmental reports and studies, shall become the property of CPV upon the expiration or termination of this Agreement. Developer shall cause such non-proprietary reports and studies to be delivered to CPV within thirty (30) days after the expiration or termination of this Agreement.

(b) Except for the license agreements disclosed in this Agreement, CPV agrees that during the Term that it shall not negotiate directly or indirectly, with any person or entity any matters regarding development, sale, lease or other dispositions of the CPV-owned Site or any portion thereof. Such exclusivity shall apply to the CPV-owned Site only and shall not apply to any other portion of Union Park including any other use of Union Park.

(c) Except as provided herein, Developer agrees that during the Term that it shall not negotiate directly or indirectly, with any person or entity any matters regarding development, sale, lease or other dispositions of the LiveWork Site or any portion thereof. The Developer may negotiate and enter into joint venture agreements with third parties to co-develop the LiveWork Site on the condition that the third party is approved

by CPV prior to the effective date of any joint venture agreements and the third party has complied with Section 12 (b) of this Agreement.

(d) CPV shall cooperate fully, but at no cost to CPV, in providing Developer with appropriate information and assistance to support Developer's implementation of the P-Q Project. In particular, CPV shall provide Developer with copies of all reports, plans, drawings and other documents pertaining to the Site as soon as they become available to CPV. Newland's and CPV's designated representative for all matters under this Agreement is Scott D. Adams, provided that he may delegate some matters to other representatives of CPV. CPV shall have the right to appoint a substitute designated representative upon written notice to Developer. Developer and CPV agree to meet no less than one time per month in connection with the feasibility analysis of the CPV-owned Site and P-Q Project.

(e) Developer shall cooperate fully, but at no cost to Developer, in providing CPV with appropriate information and assistance to support CPV's evaluation and implementation of the City Hall Project. In particular, Developer shall provide CPV with copies of all reports, plans, drawings and other documents pertaining to the LiveWork Site as soon as they become available to Developer. Developer's designated representative for all matters under this Agreement is Barnet Lieberman, provided that he may delegate some matters to other representatives of Developer. Developer shall have the right to appoint a substitute designated representative upon written notice to CPV. Developer and CPV agree to meet no less than one time per month in connection with the feasibility analysis of the LiveWork Site and City Hall Project.

7. Developer Access to the CPV-owned Site

(a) CPV authorizes Developer and its employees, agents, representatives, architects, engineers, consultants and contractors to access the CPV-owned Site to conduct surface and subsurface engineering, geotechnical and environmental investigations, studies and assessments and boundary and topographic surveys as Developer deems necessary ("*Due Diligence Investigations*") for the development of the P-Q Project. This authorization does not authorize Developer to access or otherwise use any property not included within the Site so long as Developer has reasonable access from a public right of way for ingress into and egress from the Site for purposes of

completing the Due Diligence Investigations. Subject to certain limitations under which representatives of CPV or Union Pacific Railroad may have to receive advance notice thereof, Developer will have the right to enter upon and conduct Due Diligence Investigations. Developer shall conduct Due Diligence Investigations in accordance with standards customarily employed in the industry and in compliance with all applicable governmental laws, rules, and regulations. Following Developer's Due Diligence Investigations on the Site, Developer promptly will restore the Site to substantially the same condition as existed as of the Effective Date. If Developer undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their original condition as of the date of such boring or other disturbance, and Developer will obtain at its own expense a certificate from a soils engineer certifying that the disturbed soils have been recompacted to substantially their original condition as of the date of the soil disturbance. This authorization shall extend to soil borings with drilling rigs and hand augers and groundwater sampling with bailers or comparable equipment, but shall not be construed to authorize Developer to install groundwater monitoring wells or excavate soils with earth moving equipment. To assist Developer in its environmental due diligence, CPV has provided Developer with a copy of the documents identified in **Exhibit "C"** attached hereto and incorporated herein by reference. CPV makes no warranty regarding any statement or data contained in or referred to by such documents.

(b) If Developer should discover any hydrocarbon substances or any other hazardous substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action under any environmental laws, Developer will promptly notify CPV in writing of such discovery. Developer shall not use disturbed contaminated soils for restoration of the Site as provided in Paragraph 3, above, and instead shall store or otherwise handle, at CPV's cost, disturbed contaminated soils in compliance with all applicable governmental laws, rules, and regulations until such time as CPV takes possession of such materials. Developer shall not bear any responsibility for any investigation, risk assessment, removal, treatment, corrective action, remediation, cleanup or permitting relating to any such substances or materials under this Authorization. For the purposes of this Agreement, the phrase "*hazardous substances*"

means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated biphenyls, dioxins, petroleum and petroleum products and derivatives, fuel additives, and any other solid, liquid, gaseous or thermal irritant, chemical or waste material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any governmental authority or Environmental Laws; or (c) a basis for liability to any government entity or agency or third party under any regulatory, statutory or common law theory. For purposes of this Agreement, the phrase "*environmental laws*" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any governmental authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources, waste management, health, industrial hygiene, safety, environmental conditions or hazardous substances.

(c) Developer shall promptly deliver to CPV without charge therefore, any lab or field environmental data, environmental reports, environmental compilations, environmental correspondence, or other documents or information which is generated by or as a result of Due Diligence Investigations and which is reasonably related to the environmental condition of the Site; provided, however, that Developer need not disclose any communication, written or oral, between Developer and its legal counsel or its legal counsel and Developer's consultant to the extent the same is protected by the attorney-client privilege; and further provided that Developer need not deliver to CPV geotechnical data or analysis.

(d) Developer covenants and agrees to pay in full for all materials, if any,

supplied, used, joined, or affixed to the Site by or for Developer in connection with the Due Diligence Investigations and to pay in full all persons who perform labor upon the Site in connection with Developer's Due Diligence Investigations, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site relating to Developer's Due Diligence Investigations. Developer shall, at Developer's sole cost and expense, take any action necessary to promptly remove any lien filed against the Site for work performed or materials delivered to the Site in connection with the Due Diligence Investigations.

(e) Developer hereby agrees to protect, indemnify, and hold CPV, the City of Las Vegas, and their officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which CPV, the City of Las Vegas, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from CPV, the City of Las Vegas, and their officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise in connection with the Due Diligence Investigations at the Site, of Developer or its officers employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, Developer, its officers, its employees, contractors, subcontractors, volunteers or agents in connection with this Authorization. Developer agrees to obtain and to furnish to CPV prior to or concurrent with execution of this Authorization, a certificate showing that there is in effect a policy of a Minimum of \$2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form Contractual liability. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. CPV and City of Las Vegas, each shall be named as an additional insured party and such notation shall appear on the Certificate of Insurance furnished by the Developer's insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance company providing coverage, is subject to the

approval of CPV. CPV requires insurance carriers to maintain a Best's Key rating of "A VII" or higher. The Certificate shall indicate that neither the insurance company nor Developer can cancel the insurance without at least 10 days prior written notice to CPV. Any exclusion to the effect that the insurance company or surety company will "endeavor to inform" must be stricken from the certificate of insurance. The parties agree that the specified coverage or limits of insurance in no way limit the liability of the Developer. Developer will not do or permit to be done anything in or upon any portion of the Property, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Property. All deductibles and self-insurance retentions shall be fully disclosed in certificates of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of CPV.

(f) In this connection, Developer expressly agrees, at its sole cost and expense, to defend CPV, the City of Las Vegas, and their officers, employees and agents, in any suit or action that may be brought against it or them, or any of them by reason of any act or omission, negligent or otherwise in connection with the Due Diligence Investigations at the Site, against which Developer has agreed to indemnify CPV, the City of Las Vegas, and their officers, employees and agents. If Developer fails so to do, CPV and the City of Las Vegas shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including reasonable attorneys' fees and court costs, to Developer.

The obligations and covenants of Developer under this Section 5 shall survive any expiration of the Term or other termination of the Agreement.

8. CP Site Access

Developer authorizes CPV, and the City of Las Vegas of which CPV is an affiliate, and their respective employees, agents, representatives, architects, engineers, consultants, and contractor to access the LiveWork Site. Following CPV's Due Diligence Investigations on the LiveWork Site, CPV promptly will restore the LiveWork Site to substantially the same condition as existed as of the Effective Date. If CPV undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their original condition as of the date of such boring or other disturbance, and CPV will obtain at its own expense a certificate from a soils

engineer certifying that the disturbed soils have been recompactd to substantially their original condition as of the date of the soil disturbance.

CPV shall promptly deliver to Developer without charge therefore, any lab or field environmental data, environmental reports, environmental compilations, environmental correspondence, or other documents or information which is generated by or as a result of Due Diligence Investigations and which is reasonably related to the environmental condition of the LiveWork Site; provided, however, that Developer need not disclose any communication, written or oral, between Developer and its legal counsel or its legal counsel and Developer's consultant to the extent the same is protected by the attorney-client privilege; and further provided that Developer need not deliver to CPV geotechnical data or analysis.

CPV covenants and agrees to pay in full for all materials, if any, supplied, used, joined, or affixed to the LiveWork Site by or for CPV in connection with the Due Diligence Investigations and to pay in full all persons who perform labor upon the LiveWork Site in connection with Developer's Due Diligence Investigations, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the LiveWork Site relating to Developer's Due Diligence Investigations. Developer shall, at Developer's sole cost and expense, take any action necessary to promptly remove any lien filed against the Site for work performed or materials delivered to the Site in connection with the Due Diligence Investigations.

Subject to the limitations of NRS Chapter 41, CPV hereby agrees to protect, indemnify, and hold Developer and its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which Developer, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from CPV, the City of Las Vegas, and their officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise in connection with the Due Diligence Investigations at the LiveWork Site, of Developer or its officers employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, CPV, its officers, its employees, contractors, subcontractors, volunteers or agents in connection

with this Authorization.

In this connection, CPV expressly agrees, at its sole cost and expense, to defend Developer and its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them by reason of any act or omission, negligent or otherwise in connection with the Due Diligence Investigations at the LiveWork Site, against which CPV has agreed to indemnify Developer, and its officers, employees and agents. If CPV fails so to do, Developer shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including reasonable attorneys' fees and court costs, to CPV. The obligations and covenants of CPV under this Section 5 shall survive any expiration of the Term or other termination of the Agreement.

9. Disposition and Development Agreement; Terms; Effect of Agreement.

(a) Developer and CPV agree to negotiate in good faith during the Term a form of Development and Disposition agreement or agreements (the "DDA") whereby (i) CPV agrees to sell and Developer agrees to purchase the CPV-owned Site for the development of the P-Q Project; and (ii) Developer agrees to sell, and CPV agrees to purchase the LiveWork Site for the development of the City Hall Project.

(b) The DDA shall provide that CPV and the Developer shall negotiate the purchase price and other consideration required for the disposition and development of the CPV Site and the LiveWork Site. Nothing in this Agreement shall be construed to mean, whether express or implied, that the CPV Site and the LiveWork Site are of like or equal value. The parties acknowledge that, in compliance with the provisions of Nevada Assembly Bill 312 ("*AB 312*"), CPV, at its cost, will obtain and rely upon an independent and confidential appraisal of the P-Q Site prepared within six months of the date of the DDA and that the City Council of the City of Las Vegas will adopt a formal resolution finding that it is in the best interests of the public to sell the P-Q Site without offering such real property to the public. Notwithstanding the foregoing, the parties agree that any such appraisal may be subject to public records laws or ordinances of the City or the State of Nevada.

(c) Developer and CPV agree and acknowledge (i) that this Agreement creates no obligation on either party to enter into the DDA or any other agreement related

to the LiveWork Site, the CPV-owned Site, or Union Park, (ii) the decision to enter into a DDA will be at each party's respective sole and absolute discretion and (iii) the approval of the Council of the City will be required for CPV to enter into any DDA or other agreement relating to the Site or Union Park. Developer agrees and acknowledges that this Agreement creates no rights, title or interest in Developer whatsoever, legal, equitable or otherwise, in the Site or in Union Park, including, without limitation, any rights to purchase, lease, option or otherwise. By its execution of this Agreement, CPV is not committing itself to or agreeing to undertake any acquisition of land from Developer, any disposition of land to Developer, or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any governmental authority with authority over the resulting development. This Agreement does not constitute an agreement for disposition of property or the exercise of control over property by Developer or by CPV. Execution of this Agreement by CPV and by Developer is merely an agreement to enter into a period of exclusive, good faith negotiations according to the terms hereof, reserving final discretion and approval by CPV and by Developer as to any and all proceedings and decisions in connection therewith.

10. Developer Ownership.

(a) Developer is LiveWork, LLC and Zoe Property, LLC, which are Limited Liability Companies organized in the Commonwealth of Delaware. The sole beneficial owners of Developer and the principal office of Developer are listed in Exhibit "D", the Disclosure of Principals.

(b) Developer is required to make full disclosure to CPV of its principals, officers, major stockholders, major partners, joint venture partners, and key managerial employees, and all other material information concerning Developer. Any significant change in the principals, associates, partners, joint ventures, development manager, and directly-involved managerial employees of Developer is subject to the approval of CPV which shall not be unreasonably withheld or delayed.

(c) Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as **Exhibit "D"**, all principals, including, partners or members of Developer as well as all persons and entities holding more than 1% interest in Developer or any

principal, partner or member of the same. Throughout the term hereof, Developer shall provide written notification of any material change in the above disclosure within 15 days of any such change.

11. Real Estate Commission. No party shall be liable to any other party for any real estate commission or brokerage fees that may arise as a result of or pursuant to this Agreement. Each party represents to the other party that it has not engaged any broker, agent or finder in connection with this Agreement, and agrees to hold the other party harmless from any claim by any broker or finder retained by such party. The provisions of this Section 9 shall survive any termination or expiration of this Agreement.

12. Conflict of Interest.

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

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

(c) Developer represents and warrants that it has, in accordance with the current policy of CPV, disclosed the ownership and principals of Developer on **Exhibit "D"**, "Certificate – Disclosure of Ownership/Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information.

13. Default.

(a) In the event Developer is not proceeding in good faith with the due diligence activities required in order to complete the feasibility analysis of the Project and such is not cured within fifteen (15) days after written notice by CPV, then CPV shall have the right to immediately terminate this Agreement upon written notice to Developer.

(b) In the event CPV is in default of its obligations under this Agreement, Developer's sole and exclusive remedy will be to terminate this Agreement. Neither CPV nor the City shall be liable for any damages, lost profits, expense reimbursements or other costs of Developer.

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

If to Developer:

Mr. David Mitchell
Mitchell Holdings LLC
41 East 60th Street
New York NY 10021
Phone: 212-486-4444
FAX: 212-588-0286

And:

Mr. Barnet L. Liberman
20 West 55th Street, 12th Floor
New York, NY 10019
Phone: 212-243-7388
FAX: 212-243-7305

If to CPV:

Scott D Adams, Director
City Parkway V, Inc.
c/o Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, 89101
Phone: 702-229-6551
FAX: 702-385-3128

And:

Manager, Purchasing & Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101
Phone: 702-229-6021
Fax: 702-384-9964

And:

Rita Brandin
Newland Communities, LLC
2300 West Sahara Avenue. Suite 750
Las Vegas, Nevada 89102
Phone: 702.220.8094
FAX: 702.220.7636

15. Publicity. The parties agree that neither party shall make any public announcement or any press release with respect to this Agreement or the Project without the consent of the other party which consent shall not be unreasonably withheld or delayed. Nothing in this Section 15 shall limit or prevent CPV or the City from undertaking any actions required by Nevada's open meeting laws or causing or allowing the release of information or dissemination of documents as may be required or appropriate in connection with any administrative hearings or proceedings pertaining to the City's approval or implementation of this Agreement.

16. Assignment. Developer may not assign or transfer all or any part of its interest in this Agreement without first obtaining the written consent of CPV which consent may be granted or withheld at CPV's sole and unfettered discretion. Any transfer or assignment in violation of this Section 16 shall be null and void and constitute a default of this Agreement. Notwithstanding the foregoing, Developer shall have the right to assign its interest in this Agreement to an entity formed to develop the Project so long

as the principals of Developer are the owners of such entity and such entity assumes Developer's obligations under this Agreement. Any such assignment shall not relieve Developer of its obligations under this Agreement.

17. Time of the Essence. Time is of the essence in this Agreement and each and every term and provision hereof.

18. Interpretation; Governing Law. This Agreement shall be construed as if prepared by both parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

19. Attorneys' Fees. In the event of any litigation between the parties regarding this Agreement or the Property, the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court.

20. Entire Agreement; Amendments. This Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the parties. As such, this Agreement supersedes any and all prior understandings between the parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by both parties hereto. The President of CPV is authorized to approve and execute any amendment to the Agreement unless the changes or modifications are deemed substantive and material by CPV and thereby requiring the prior approval of the City Council of the City of Las Vegas.

21. No Waiver. A waiver by either party hereto of a breach of any of the covenants or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

22. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

23. Headings; Exhibits; Cross References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to

this Agreement and the Recitals at the front of this Agreement are incorporated herein by the references thereto contained herein. All references in this Agreement to Articles, Sections and exhibits shall be to Articles, Sections and Exhibits of or to this Agreement, unless otherwise specified.

24. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

25. Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

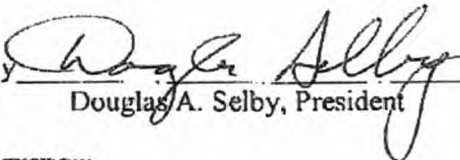
26. No Third Party Beneficiaries. This Agreement is intended for the exclusive benefit of CPV and Developer and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public.

26. Counterpart Signatures; Facsimile Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

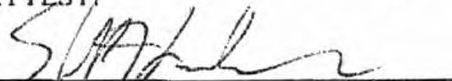
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth beneath their respective signatures below.

CPV

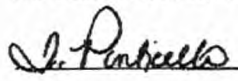
CITY PARKWAY V, INC.,
a Nevada corporation

By: 
Douglas A. Selby, President

ATTEST:


Steve Houchens, Secretary

APPROVED AS TO FORM:

 4/3/07
Date

DEVELOPER

LIVEWORK, LLC,
a Delaware Limited Liability Company

By: 
Barret Lieberman, Member

David Mitchell
ZOE PROPERTY, LLC
a Delaware Limited Liability Company

By: 
David Mitchell, Member

LIST OF EXHIBITS

EXHIBIT "A"	CPV SITE DEPICTION
EXHIBIT "B-1"	LIVEWORK SITE DEPCITION
EXHIBIT "B-2"	LIVEWORK SITE LEGAL DESCRIPTION
EXHIBIT "C"	LIST OF ENVIRONMENTAL INFORMATION
EXHIBIT "D"	DISCLOSURE OF PRINCIPALS FORM

EXHIBIT B-1

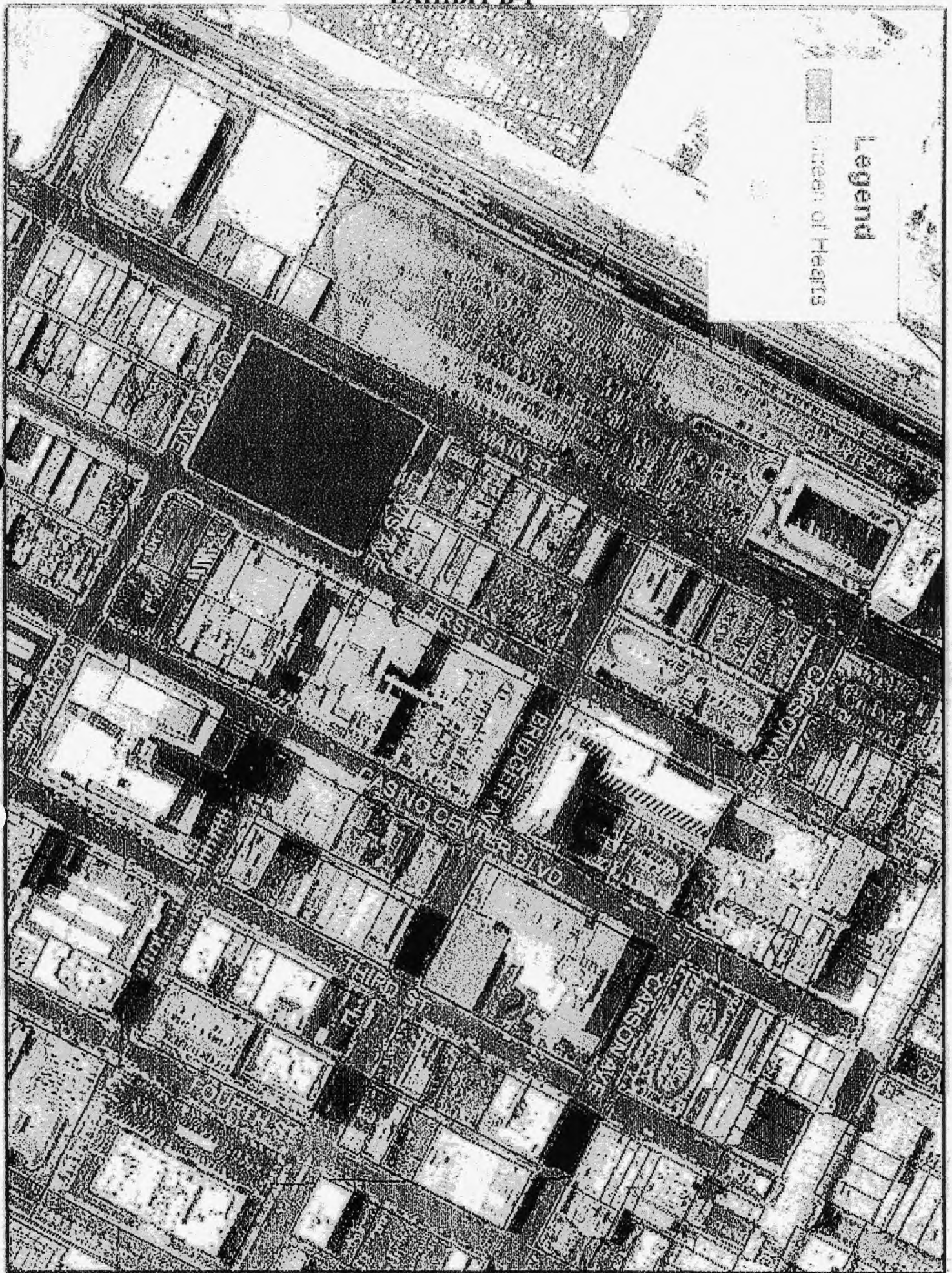


EXHIBIT B-2

LEGAL DESCRIPTION

PARCEL I:

LOTS ONE (1), TWO (2), TWENTY-NINE (29), THIRTY (30), THIRTY-ONE (31) AND THIRTY-TWO (32) IN BLOCK SIX 6 OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

LOTS THREE (3) THROUGH TWENTY-EIGHT (28) IN BLOCK SIX (6) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE NORTHWESTERLY FIVE (5) FEET OF LOTS 7 THROUGH 16 AS CONVEYED TO CITY OF LAS VEGAS.

EXHIBIT C

Union Park Environmental Disclosure Documents

Electronic Documents on Two Compact Discs

<u>Identifier</u>	<u>Title/Text Reference</u>
01	Preliminary Title Report, Lawyers Title Company.pdf, June 17, 2004
02	ALTA Survey – G.C. Wallace, June 28, 2002 01) G. C. Wallace - 61-Acre ALTA Survey pg1 2002.pdf 02) G.C. Wallace - 61-Acre ALTA Survey pg2 2002.pdf 03) G.C. Wallace - ALTA Survey Easement Docs 1.pdf 04) G.C. Wallace - ALTA Survey Easment Docs 2.pdf
03	As-Built Maps - Bonneville, Grand Central Parkway and Ogden, 1992, 1993, 1995, 1999, & 2000 01) Bonneville Ave.pdf 02) Main and Bonneville Intersection.pdf 03) Ogden Avenue.pdf 04) Parkway Center.pdf
04	Remedial Action Plan - Site Characterization Investigation and Recommended Remedial Action Plan, July 29, 1989 -Appendices - Appendices.tif - Appendix A - Summary of Buried Disposal Area Investigation.tif - Appendix B - Investigative Procedures.tif - Appendix C - Chain-of-Custody Records.tif - Appendix D - Field and Laboratory QA&QC Program.tif - Appendix E - Health and Safety Plan.tif - Appendix F - Regional Geology and Hydrogeology.tif - Appendix G - Exploratory Boring Logs.tif - Appendix H - Soil and Hydrogeoloic Conditions By Area.tif - Appendix I - Gauging Data and Hydrographs.tif - Appendix J - Soil Laboratory Data Reports.tif - Appendix K - Ground-Water Laboratory Data Reports.tif - Appendix L - Maps of Approx Dist of Soils Containing PH.tif - Appendix M - Observed Versus Actual Thickness of Liquid Hydrocarbon.tif - Appendix N - Liquid Hydrocarbon Volume Estimates.tif - Appendix O - Air Quality Monitoring Report.tif - Appendix P - Report of Industrial Hygiene Evaluation.tif - Appendix Q - Desert Research Institute Report.tif - Appendix R - Health Risk Assessment.tif - Appendix S - USPCI Report of Oil Recovery Operations.tif - OIL RECOVERY SYSTEM.TIF -Table of Contents and Executive Summary.tif - Sect 1 Introduction.tif - Sect 2 Purpose & Scope.tif - Sect 3 Site Background.tif - Sect 4 Hydrocarbon Contamination.tif - Sect 5 Lead Contamination.tif - Sect 6 Assessment of Potential Mobility and Fate of Contaminants.tif - Sect 7 Health Risk Assessment.tif - Sect 8 Site Remediation Criteria.tif - Sect 9 Recommended Remedial Action.tif

PLATE 01.TIF, PLATE 02.TIF, PLATE 03.TIF, PLATE 04.TIF,
 PLATE 05.TIF, PLATE 06.TIF, PLATE 07.TIF, PLATE 08.TIF,
 PLATE 09.TIF, PLATE 10.TIF, PLATE 11.TIF, PLATE 12.TIF,
 PLATE 13.TIF, PLATE 14.TIF

- 01) Final Remedial Action Plan 06-5-1992.pdf
- 02) Addendum I to RAP 08-18-1992.pdf
- 03) Request For Final Closure 10-06-1997.pdf
- 04) Depart of the Army Letter 12-09-2003.pdf

- 05) Interim Closure Report of Rem Action 09-27-93.pdf
- 06) NDEP Letter 03-26-1998.pdf
- 07) NDEP Remediation Requirements Sept 10, 1991.pdf
- 08) Phase 1 Env Site Assess Northern Tract 11-10-2000.pdf
- 09) Phase 1 Env Site Assess Southern Tract 11-10-2000.pdf

05 Plystadium Agreement

- 01) Plystadium Agreement.pdf
- 02) Amended and Restated Mem of Rights.pdf
- 03) Estoppel Certificate.pdf
- 04) Termination of Mem of Repurchase Option.pdf
- 05) Trustetee's Deed - Lehman to PAMI.pdf

06 Pollution Legal Liability Select

Pollution Legal Liability Select Policy.pdf

07 Environmental Risk Management – Converse Consultant, August 23, 2000

- 01) Environmental Risk Management 08-23-2000.pdf
- 02) Risk-Based Evaluation 09-24-2002.pdf
- 03) Hydrocarbon Free Product Plumes Map.pdf
- 04) Soil Impact Map.pdf

08 Trenching Exercise – Converse Consultants.pdf, Sept 11, 2002

09 Terracon Phase I & Phase II Environmental Site Assessment.pdf – March 26, 2003 &
 April 2, 2003

PhaseIexec.pdf
 PhaseIIexec.pdf

10 Preliminary Geotechnical Studies – Converse Consultants.pdf, June 27, 2002

Northern Prelim. Geotech.pdf
 Soosuthern Prelim. Geotech.pdf

11 Groundwater Monitoring Reports

Abandoned Wells July 2004

-Abandoned Wells July 2004.pdf
 -Completion of Well Plugging Abandonment Former Las
 Vegas Rail Yard.htm

- 01) 2nd Quarter 1991 Groundwater Report.pdf
- 02) 2nd Quarter 2001 Groundwater Report.pdf
- 03) 3rd Quarter 2001 Groundwater Report.pdf
- 04) 4th Quarter 2001 Groundwater Report.pdf
- 05) 1st Quarter 2002 Groundwater Report.pdf
- 06) 2nd Quarter 2002 Groundwater Report.pdf
- 07) 1st Half 2002 Semi-annual Compliance Report.pdf
- 08) 3rd Quarter 2002 Groundwater Report.pdf
- 09) 4th Quarter 2002 Groundwater Report.pdf
- 10) 1st Half 2003 Groundwater Report.pdf
- 11) 1st Half 2003 Semi-annual Compliance Report.pdf
- 12) 2nd Half 2003 Groundwater Report.pdf
- 13) 2nd Half 2003 Semi-annual Compliance Report.pdf
- 14) 1st Half 2004 Groundwater Report.pdf
- 15) 1st Half 2004 Semi-annula Compliance Report.pdf
- 16) 2nd Half 2004 Groundwater Report.pdf
- 17) 2nd Half 2004 Semi-annual Compliance Report.pdf
- 18) 1st Half 2005 Groundwater Report.pdf

19) 1st Half 2005 Semi-annual Compliance Report.pdf
TABLE 2 Groundwater Analytical Data 06-16-2004.xls
UP letter Jan 7 2004.tif
Well Monitoring Modification Plan 05-06-2004.tif

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Maps

- 01) Remediation Depth.jpg
- 02) Uphcfreeprod.pdf
- 03) upenvscan012803ssm.pdf
- 04) Environmental vs architectural.pdf
- 05) Master Plan 7-10 Remaining Contamination.pdf
- 06) Master Plan Remaining Contamination.JPG
- 07) Master Plan 7-10Depth.pdf
- 08) Master Plan Depth.JPG

EXHIBIT D
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

EXHIBIT D - cont.

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity
Name	Livework LLC
Address	41 E. 60th St. 6th Floor, NY, NY 10022
Telephone	212 486 4444
EIN or DUNS	20-2675938

Block 2	Description
Subject Matter of Contract Agreement	
RFP #	N/A

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

Block 4 <u>Disclosure of Ownership and Principals</u>			
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	David Mitchell	41 E. 60th NY NY 10022	212-486-4444
2.	Barnet Liberman	421 Hudson St NY NY 10014	212-243-7388
3.			
4.			
5.			
6.			
7.			
8.			

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

EXHIBIT D - cont.

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: N/A
Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

af

Name

3/28/07

Date

Subscribed and sworn to before me this 28
day of

March, 2007.

Shiloh D. Ballantyne
Notary Public

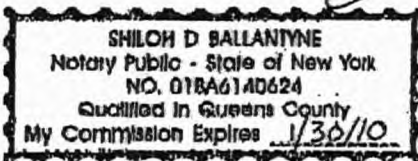


EXHIBIT D – cont.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity
Name <u>ZOE Property LLC</u>	
Address <u>41 E. 60th Street, 6th Fl, NY NY 10022</u>	
Telephone <u>212-486-4444</u>	
EIN or DUNS <u>20-1937666</u>	

Block 2	Description
Subject Matter of Contract Agreement	
RFP	N/A

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

Block 4 Disclosure of Ownership and Principals			
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	<u>David Mitchell</u>	<u>41 E 60, N.Y.C.</u>	<u>212 486-4444</u>
2.		<u>10022</u>	
3.	<u>Bonnet Liberman</u>	<u>421 Hudson St</u>	<u>212 243-7388</u>
4.		<u>NYC 10022</u>	
5.			
6.			
7.			
8.			

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

EXHIBIT D -- cont.

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: N/A
Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.



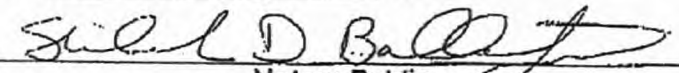
Name

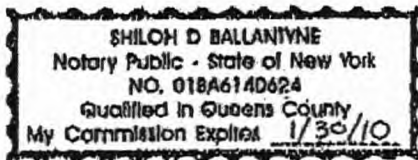
3/28/07

Date

Subscribed and sworn to before me this 28
day of

March, 2007.


Notary Public



CITY PARKWAY V, INC.

An Affiliate of the City of Las Vegas

March 27, 2007

Mr. Barnet L. Liberman
Member, LiveWork, LLC
c/o Mitchell Holdings
20 West 55th Street
New York, NY 10019

Dear Mr. Liberman:

By way of this letter of understanding, the undersigned parties, LiveWork, LLC and Zoe Property, LLC ("Owners") and the City of Las Vegas ("City") desire to outline issues which will be discussed to enable the development of Owners' property located in downtown Las Vegas. Prior to the development of the Owners' property, the Owners and the City agree to discuss the following issues, which include but are not limited to:

1. Permissible uses given Land use and Zoning of Owners' property, which is located within the City of Las Vegas Redevelopment Area and within the Downtown Overlay District as defined by City of Las Vegas Title 19 (the "Zoning Code");
2. Parking requirements and parking supply, including possible modifications to existing traffic patterns and service levels, location and orientation of parking, the possibility of additional public parking facilities or structures to support downtown Las Vegas, and the possibility of shared parking for use by properties adjacent to Owners' property, and the waiver of mandatory parking ratios as defined in the City's Downtown Centennial Plan and codified in the Downtown Overlay District;
3. Access to public transit, which may include the development of on-site and off-site improvements to accommodate such transit, particularly on or near Main Street;
4. Use by Owners of existing public rights-of-way, which may include and which are subject to review and approval by the City of Las Vegas in accordance with applicable law, sidewalks, alleys, streets, pedestrian promenade(s), or air space above such rights-of-way;
5. Infrastructure installation which meets the capacity and the design needs of Owners, which may include power, water, sewer, gas, telecommunications, and specifically the installation of electrical distribution below grade in accordance with the City's "Project Clear Skies" program;
6. Installation of public art either on private property or public property, including the possibility of public and private funding for such art;
7. Design features or amenities for the on-site building program, which may include mixed-use development (residential and commercial in same structure), LEED building design,

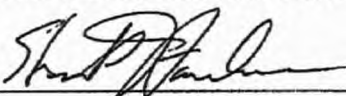
and use of the roof top or unfinished highest floor of buildings for amenity decks or plazas;

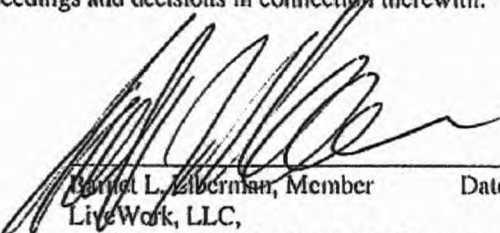
8. Special signage for the building or buildings on the Owners' property, as permitted by the Zoning Code;
9. Uses by public agencies on the Owners' property, which may include facilities for fire safety, public safety, public transportation, or office space desired by the City as more particularly described by the Exclusive Negotiation Agreement executed by the Parties;
10. Public financing available for Owners' program, which may include (subject to application by Owners' and approval by authorized public entities) Tax Increment Financing, State incentives from the Nevada Commission on Economic Development, or other assistance applicable to the Owners' on-site building program and the business and residential users of such program;
11. Environmental remediation, to the extent that such work is required by Nevada Department of Environmental Protection or is desired by the Owners; and
12. Schedule for development of Owners' building program.

The foregoing list is intended to assist the Parties in discussing design, development, and financing issues which may enable Owners to proceed with its desired building program.

The Parties agree and acknowledge (i) that this letter creates no obligation on either party to enter into any written agreement governing the design, development, or financing of Owners' property; (ii) the decision to enter into any written agreement will be at each party's respective sole and absolute discretion; (iii) the approval of the Las Vegas Planning Commission, and the Las Vegas City Council will be required for certain entitlements as specifically required by the Las Vegas Zoning Code and applicable law; and (iv) review and approval of public funding is at the discretion of the public entity to which such funds are ascribed, and is subject to available revenue and applicable law. The Owners agree and acknowledges that this letter creates no rights, title or interest in any real property owned by the City, including but not limited to public rights of way. Execution of this letter by the City and Owners is merely an agreement to have good faith negotiations according to the terms hereof, reserving final discretion and approval by governing boards of the City as to any and all proceedings and decisions in connection therewith.

ACKNOWLEDGED AND AGREED TO:

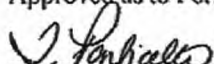

for Douglas A. Selby, City Manager Date
City of Las Vegas


Daniel L. Liberman, Member Date
LiveWork, LLC,
a Delaware Limited Liability Company



David Mitchell, Member Date
Zoe Property, LLC,
a Delaware Limited Liability Company

Approved as to Form:

 6/4/07
Teresita L. Ponticello Date
Deputy City Attorney

DISCLOSURE OF PRINCIPALS FORM

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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

Block 1	<u>Contracting Entity</u>
Name	LiveWork, LLC
Address	41 East 60th Street 6th Floor New York NY 10022-1081
Telephone	212-486-4444
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement: First Amendment to Exclusive Negotiation Agreement	
RFP #:	N/A

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

Block 4	<u>Disclosure of Ownership and Principals</u>		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	PLEASE SEE ATTACHED DISCLOSURE		
2.			
3.			
4.			
5.			
6.			
7.			
8.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 3 sheets

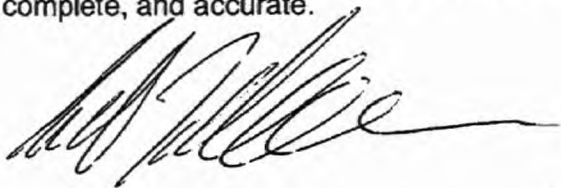
Block 5 **Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.



Barnet L. Liberman

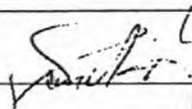
Name

September 24, 2007

Date

Subscribed and sworn to before me this 24
day of SEPTEMBER

_____, 2007.

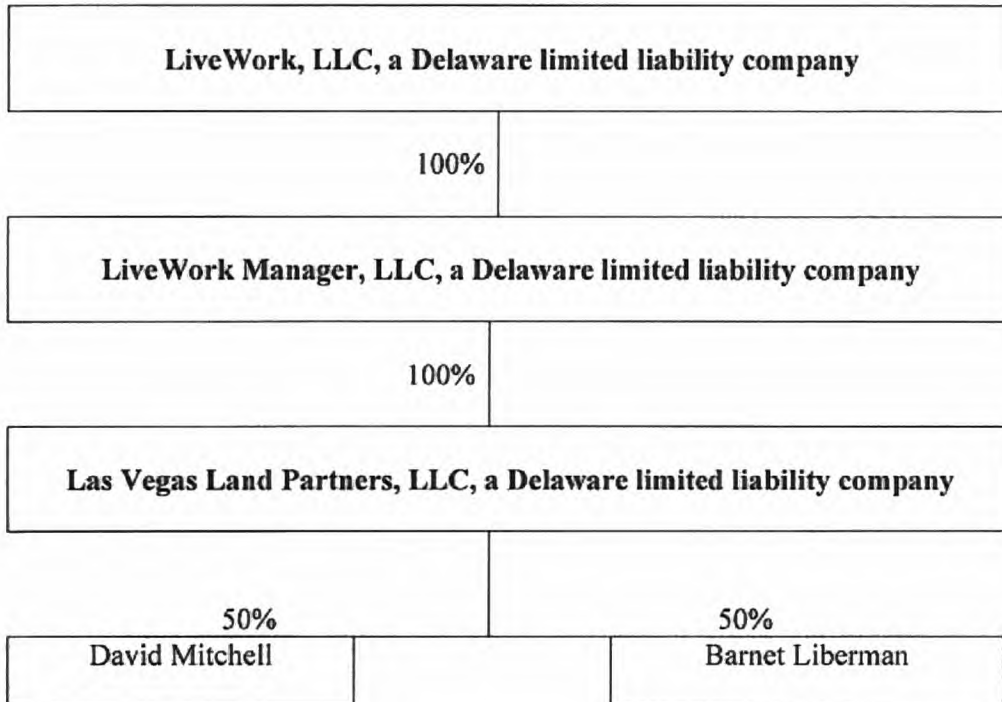


Notary Public

JANET GRONIERI
Notary Public, State of New York
No. 31-4501747
Qualified in New York County
Commission Expires May 31, 2011

ORGANIZATIONAL STRUCTURE

LIVEWORK, LLC



ORGANIZATIONAL CHART

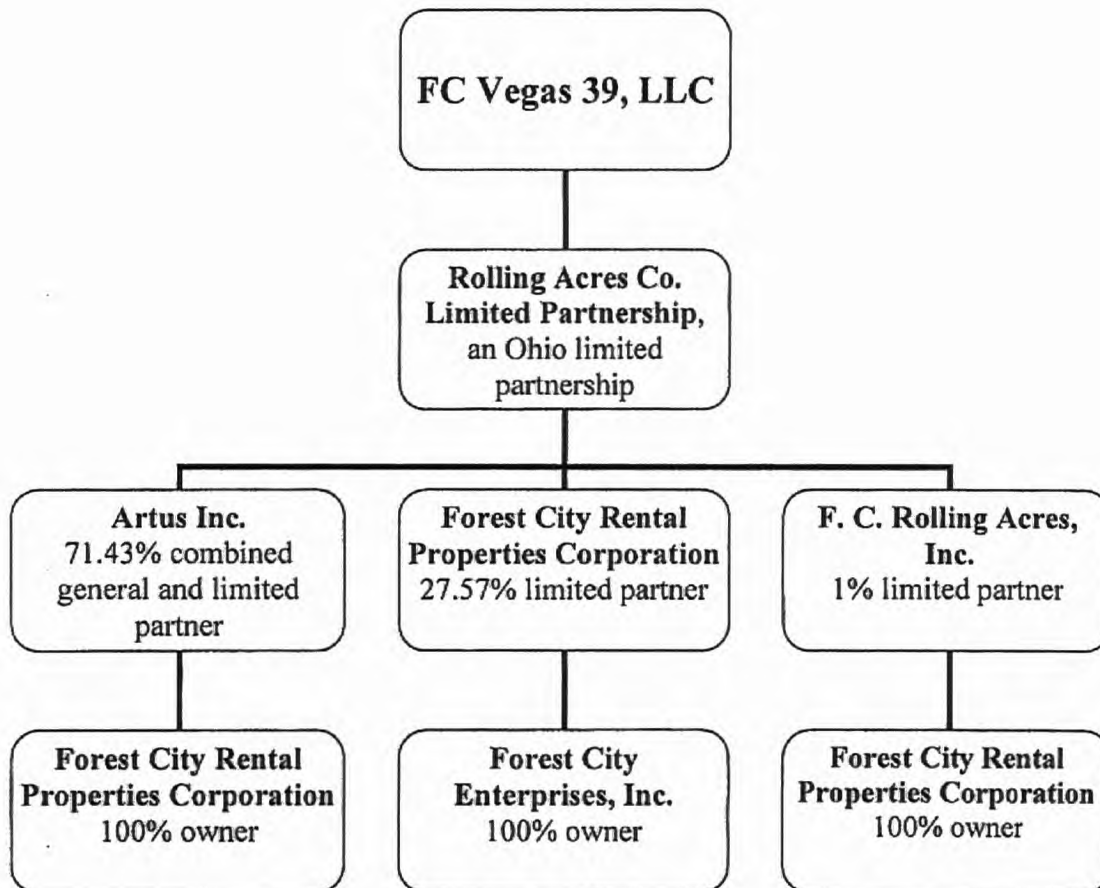
FC VEGAS 39, LLC,

a New York Limited Liability Company

50 Public Square, Suite 1360

Cleveland, Ohio 44118

Phone: 216.621.6060 / Fax: 216.263.6206



ORGANIZATIONAL CHART

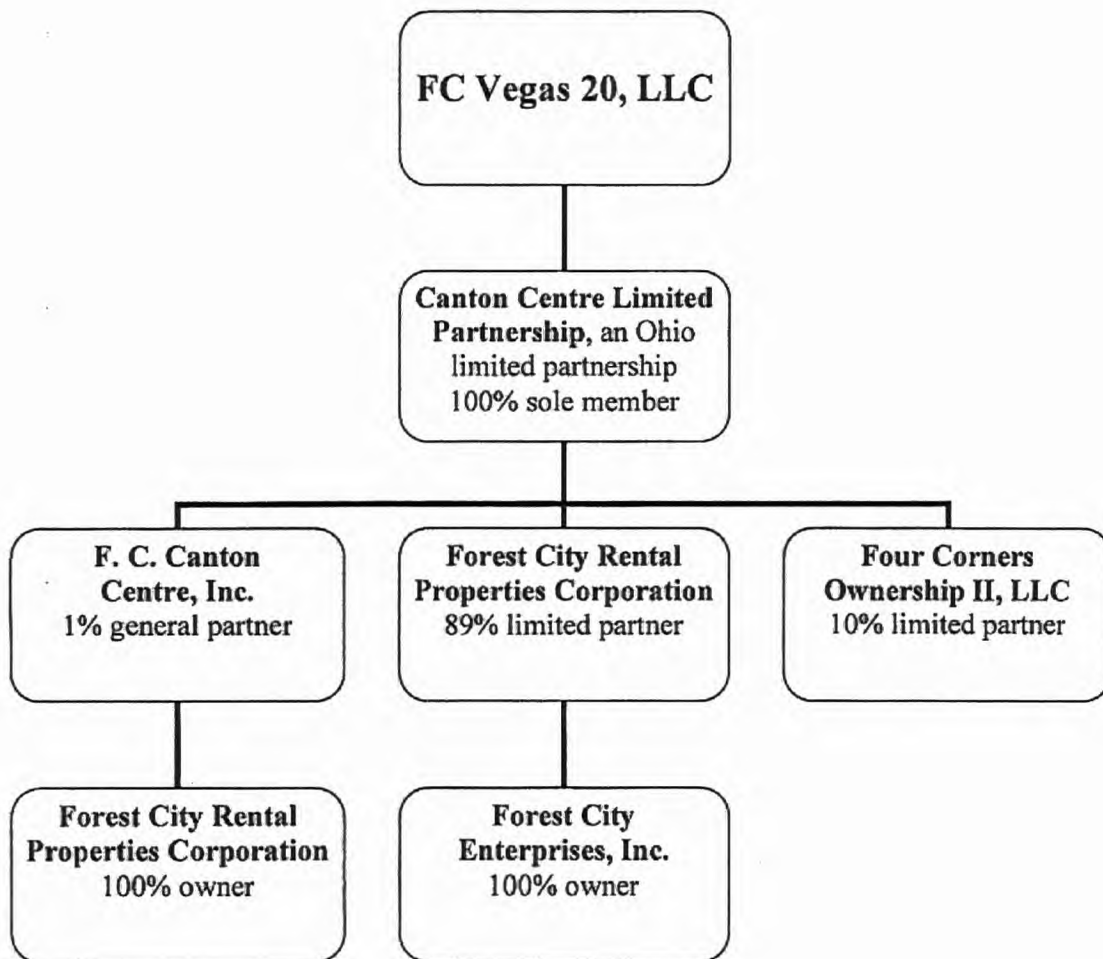
FC VEGAS 20, LLC,

a Nevada Limited Liability Company

50 Public Square, Suite 1360

Cleveland, Ohio 44118

Phone: 216.621.6060 / Fax: 216.263.6206



FORESTCITY

ENTERPRISES

Office of the General Counsel

File No.

September 25, 2007

Bill Arent, CEcd, Redevelopment Manager
City of Las Vegas Redevelopment Agency
Office of Business Development
400 Stewart Avenue
Las Vegas, NV 89101

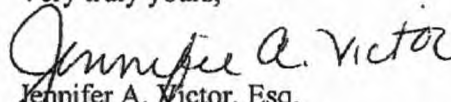
RE: Forest City Enterprises, Inc.

Dear Mr. Arent,

Pursuant to your request, please accept this letter as confirmation on behalf of Forest City Enterprises, Inc. ("FCE"), that both FC Vegas 20, LLC, and FC Vegas 39, LLC (the "Companies"), are wholly owned, through various wholly owned subsidiaries, by FCE. Further, FCE has submitted to the City of Las Vegas its most recent 10-K filing, which filing further details the ownership interest of FCE in the Companies.

Please feel free to contact me should you have any questions with regard to this matter.

Very truly yours,


Jennifer A. Victor, Esq.
Assistant General Counsel

