

1 REIMBURSEMENT AGREEMENT

2 UNITED WAY

3 FERTITTA COMMUNITY ASSISTANCE CENTER

4  
5 THIS AGREEMENT, is made and entered into this 5<sup>th</sup> day  
6 of January, 2007, by and between the CITY OF LAS VEGAS, a  
7 municipal corporation of the State of Nevada (hereinafter referred to as  
8 the "City"), having its principal office at 400 Stewart Avenue, Las  
9 Vegas, Nevada 89101 and United Way of Southern Nevada, Inc.  
10 (hereinafter referred to as "United Way"), a Nevada Non-Profit  
11 Corporation, having its principal office at 1660 East Flamingo Rd., Las  
12 Vegas, Nevada, 89119.

13 W I T N E S S E T H:

14 WHEREAS, United Way is responsible for the fiduciary oversight and  
15 Catholic Charities of Southern Nevada is responsible for the operations  
16 of the facility commonly known and referred to as the "Fertitta  
17 Community Assistance Center" (hereinafter referred to as the "FCAC");  
18 and

19 WHEREAS, the FCAC provides various social services in a  
20 centralized location to citizens of the greater Las Vegas Valley which  
21 are the same or similar to the social services previously provided by  
22 the City to the homeless population at its Crisis Intervention Center  
23 located at 1559 North Main Street, Las Vegas, Nevada (commonly known or  
24 referred to as "Father Joe's Mash Village"); and

1       WHEREAS, United Way is in need of support for those operational  
2 expenses and has requested from the City reimbursement of certain  
3 expenses for utilities, insurance, security, janitorial services and  
4 supplies, building maintenance and other miscellaneous requirements  
5 (hereinafter collectively referred to as the "Services") for the  
6 Fertitta Community Assistance Center; and

7       WHEREAS, the purpose of the FCAC is to provide a centralized  
8 location to address those in need of social services; and

9       WHEREAS, the City, a governmental entity, now desires to  
10 contribute to the operational expenses and success of the FCAC; and

11       WHEREAS, United Way shall be responsible for all costs incurred in  
12 the operation of the FCAC; and

13       WHEREAS, Catholic Charities of Southern Nevada shall retain all  
14 ownership, rights and interests in the FCAC;

15       NOW, THEREFORE, for and in consideration of the premises and of  
16 the mutual promises and agreements which are hereinafter set forth, the  
17 parties hereto agree as follows:

18                   SECTION I - OBLIGATIONS OF UNITED WAY

19       A.   Covenant of Purchase and Utilization:

20           1. United Way hereby agrees to use best efforts in the  
21 evaluation, selection and procurement of the Services. United Way and  
22 Catholic Charities shall purchase the Services at their sole cost and  
23 expense, subject to the right of the City to review and audit any  
24 purchase for compliance with general industry standards. United Way

1 agrees that request for reimbursement by the City shall be exclusively  
2 used for the costs incurred in the purchase of the Services defined  
3 herein.

4           2.    The Services subject to City reimbursement shall  
5 include only those purchased for and relating specifically to the FCAC,  
6 located at 1504 N Main Street, Las Vegas NV 89101.

7           B.    Basis for Services Reimbursement:

8           It is acknowledged that the costs for which United Way is  
9 receiving the City reimbursements are for Services required in the  
10 operation and maintenance of the FCAC.

11                           SECTION II - REIMBURSEMENT

12           The City agrees to reimburse United Way in the amount not to  
13 exceed forty thousand dollars (\$40,000.00) (the "Reimbursement") for the  
14 purchase of the Services.

15                           SECTION III - COSTS OF SERVICES

16                                   AND AMOUNT OF REIMBURSEMENT

17           A.    It is agreed by the Parties hereto that the City's  
18 reimbursement amount under the terms of this Agreement has been  
19 determined pursuant to the calculations set forth in Attachment "A" as  
20 prepared and provided by United Way.

21           B.    It is acknowledged that the costs of the Services which are  
22 set forth on Attachment "A" are based upon estimates which have been  
23 obtained by United Way and represent a fair and accurate approximation  
24 of actual costs. All other costs and expenses above and beyond City

1 reimbursement amount which United Way incurs in connection with the FCAC  
2 shall be the responsibility of United Way and Catholic Charities. There  
3 shall be no adjustment in the maximum reimbursement amount as set forth  
4 herein if the actual cost of Services vary from any estimated costs  
5 thereof.

6 SECTION IV - Invoice Payment

7 A. As a condition precedent to reimbursement, on a monthly basis  
8 and as costs are so incurred, United Way shall submit an invoice to the  
9 City requesting payment for the Services. The invoice must reference  
10 the purchase order and invoice date. The request for payment shall  
11 contain a written summarization of expenses and legible copies of  
12 invoices for Services that United Way has received during the previous  
13 month and is thus using as a basis in requesting reimbursement from the  
14 City. United Way shall submit the original invoice and payment request  
15 to the City's Accounting Division designated below and copy of the  
16 invoice and payment request to Sabra Smith at the City.

17 B. Provided the limits of the reimbursements provided in Section  
18 II have not been reached, the City will make payment to United Way,  
19 within thirty 30) calendar days of receipt of the United Way invoice.  
20 The deadline for the submission of all invoices seeking reimbursement  
21 from the City shall be June 31, 2005.

22 C. The City shall refuse payment of the reimbursement in the  
23 event that any supporting documentation refers to an organization other

1 than United Way or Catholic Charities of Southern Nevada for a location  
2 other than the FCAC.

3 SECTION V - TIME OF PERFORMANCE

4 This Agreement shall become effective upon the execution hereof  
5 and the right of United Way to the reimbursements hereunder shall cease  
6 and terminate with respect to reimbursement for Services when United Way  
7 has received full reimbursement of the amount which is determined in  
8 accordance with Section II above.

9 SECTION VI: MARKETING

10 United Way may not publish or sell any information from or about  
11 this Agreement without the prior written consent of the City. This  
12 restriction does not apply to the use of the City's name in a general  
13 list of associates, so long as the list does not represent an express or  
14 implied endorsement of United Way.

15 SECTION VII: INDEMNITY

16 United Way shall protect, indemnify and hold harmless the City,  
17 its officers and employees from any and all claims, damages, losses,  
18 expenses, suits, actions, decrees, judgments, attorney fees and court  
19 costs (collectively the "Claims") which the City, its officers or  
20 employees may suffer, or which may be sought against, recovered from or  
21 obtainable against the City, its officers or employees as a result of,  
22 by reason of, or arising out of the negligent acts or omissions of  
23 United Way, its subcontractors, or agents or anyone employed by United

1 Way or its subcontractors or agents, in fulfillment or performance of  
2 the terms, conditions or covenants of this Agreement.

3 United Way shall defend the City, its officers, and employees  
4 against the Claims and in the event that United Way fails to do so, the  
5 City shall have the right, but not the obligation, to defend against the  
6 Claims, and to charge all direct and incidental costs related thereto,  
7 including attorney fees and court costs, to United Way.

8 SECTION VIII: DISPUTE RESOLUTION

9 For each claim or dispute arising between the parties under this  
10 Agreement, the parties shall attempt to resolve the matter through  
11 escalating levels of management. In the event the matter cannot be  
12 successfully resolved in this manner, regardless of which party is  
13 asserting the claim or dispute, arbitration may be used to resolve the  
14 claim or dispute. Arbitration shall be final and binding on the  
15 parties. In the event that arbitration is originated by the City or  
16 United Way as the forum for further resolution, the claim or dispute  
17 shall be filed with the Nevada Arbitration Association or the American  
18 Arbitration Association under its then current Commercial Arbitration  
19 Rules, Expedited Procedures, regardless of the amount of the claim or  
20 dispute. The laws of the State of Nevada shall govern this Agreement  
21 and the venue for purposes of such arbitration shall be in the City.

22 . . .

23 . . .

24 . . .

SECTION IX - ASSIGNMENT

This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

BY: 

\_\_\_\_\_

"City"

APPROVED TO FORM:


Robert S. Sloan 11-30-04

ATTEST:



BARBARA JO RONEMUS, CITY CLERK

UNITED WAY OF SOUTHERN NEVADA, INC.

BY:   
President and CEO

"United Way"