

## AGREEMENT

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of February, 2006 (the "effective date"), by and between the City of Las Vegas, a municipal corporation within the State of Nevada (the "City"), Nevada Partners, Inc., a Nevada non-profit corporation. The City and Nevada Partners are collectively referred to herein as the "Parties."

## RECITALS

**WHEREAS**, Nevada Partners is a community service provider offering employment skills training, job readiness resource training and youth leadership training in Southern Nevada; and

**WHEREAS**, approximately three years ago, the Department of Leisure Services was given the task to develop a program to help the youths of the community overcome some of the barriers to achieving success in the Clark County School District, and develop the requisite job skills to enhance their prospects for future employment; and

**WHEREAS**, a summary of the program designed by the Department of Leisure Services is set forth in the document attached hereto as Attachment 1, which for purposes of this Agreement is referred to as the "Youth Initiative Program;" and

**WHEREAS**, the City desires to enter into this Agreement with Nevada Partners, who will assist the City in youth career development and re-engaging disconnected youth which are identified as components 6 and 7 of the Youth Initiative Program; and

**WHEREAS**, the City is the owner of various community recreational centers and the administrator for after-school programs at various community schools owned by the Clark County School District which are or will be used for the implementation of its Youth Initiative Program; and

**WHEREAS**, consistent with the goals and objectives of the Youth Initiative Program, the parties hereto desire to offer engagement, prevention and re-engagement activities for youth participating in City programs.

**NOW, THEREFORE**, in consideration of the above premises, the Parties agree to the following:

**1. Purpose.** The purpose of this Agreement is to set forth the respective responsibilities of the Parties to ensure the successful implementation of the Youth Initiative Program.

**2. Nevada Partners Obligations.** For the term of this Agreement, the Nevada Partners agrees to:

- (i) Provide the required number of professionally trained counselors who are able to provide educational counseling, job skill counseling, life skill training and counseling, and personal counseling to youths referred by the City and who elect to enroll in the counseling programs offered by Nevada Partners,
- (ii) Conduct the counseling programs at the times and at the facilities which will be agreed to by the parties subsequent to the execution of this Agreement,
- (iii) Submit to the City for approval a description of the program content and curriculum to be offered by Nevada Partners and to conduct the programs within the parameters of the approved descriptions thereof,
- (iv) Provide training to CLV staff to serve as career coaches,
- (v) Share with the City data and information of Nevada Partners which is related to this Agreement,
- (vi) Provide its own funding to carry out its obligation under this Agreement and to support the City's Youth Initiative Program, and
- (vii) Submit all use of logos and publicity items (including radio and television media advertisements) to the City for pre-approval prior to use by Nevada Partners and release to the public.

**3. City Obligations.** For the term of this Agreement, the City agrees to:

- (i) Provide Nevada Partners access to the facilities agreed to by the parties pursuant to Section 5 of this MOU which are necessary to meeting its obligation under this Agreement,
- (ii) Coordinate with Nevada Partners through the CLV Community Center staff to help facilitate implementation of the Youth Initiative Program,
- (iii) Refer youths and their parents for participation in their programs offered by Nevada Partners in numbers acceptable to the Parties,
- (iv) Promote opportunities for career, education and training in City of Las Vegas Community Centers and outreach sites,
- (v) Review and authorize the program content and curriculum prior to implementation by Nevada Partners,
- (vi) Create youth councils for service learning and community projects utilizing Nevada Partners funding from Las Vegas' Promise,

- (vii) Identify the appropriate sites for implementation of the Youth Initiative Program,
- (viii) Provide its own funding to carry out its obligation under this Agreement to support the Youth Initiative,
- (ix) Review and, if acceptable, authorize the use of logos and publicity items (including radio and television media advertisements) prior to use by Nevada Partners and release to the public.

**4. Confidentiality.** The Parties agree to share information and data which is developed in connection with, or arising out of, the performance of this Agreement. Nevada Partners agrees to maintain as private, and not disclose to any individual or organization without the prior written consent of the City any reports, information, data or documents that are given, received, prepared or assembled by Nevada Partners, or any of its subcontractors, in connection with this Agreement.

**5. Identification of Program Sites.** The City shall determine in its sole discretion the program sites for implementation of the Youth Initiative Program. Nevada Partners agrees to identify in writing the facilities which it desires to use in the performance of its obligations under this Agreement prior to January 1 and July 1 of each year. The City agrees to review and, if acceptable, approve in writing the use of the requested facilities by Nevada Partners by February 1 and August 1 of each year. The use of the approved facilities shall be provided at no cost to Nevada Partners.

**6. Youth Eligibility Determination.** The City shall determine in its sole discretion which youths shall be permitted to participate in the Youth Initiative Programs.

**7. Term.** This Agreement shall commence as of the date set forth in the first paragraph above (which date shall be the date this Agreement is approved by the City Council) and shall remain in force and effect until January 31, 2007. The indemnity obligation set forth in Section 9 shall survive any expiration or termination of this Agreement.

**8. Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, for any reason whatsoever (including no reason), on no less than 30 days written notice provided by the City to Nevada Partners. Such written notice of termination shall specify the extent and effective date of the termination. Consistent with the extent of termination stated in the written notice of termination, Nevada Partners shall terminate performance of all or a portion of its duties under this Agreement.

**9. Insurance.** Nevada Partners shall procure and maintain, at its own expense, during the entire term of this Agreement the following insurance coverage, to wit: Comprehensive General Liability Insurance insuring against bodily injury (including wrongful death) and property damage which may be caused by, result from, or arise out of the activities performed by Nevada Partners, its officers, employees or agents under this Agreement in a

policy limit of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate. Such coverage shall be on an occurrence basis and not on a claims made basis.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000 without the prior written approval of the City.

Certificates indicating that such insurance is in effect shall be delivered to the City prior to commencing any performance under this Agreement. Nevada Partners shall maintain coverage for the duration of this Agreement. Nevada Partners and/or the insurance carrier shall provide the City with actual notice of any policy modification or cancellation thirty (30) days before any such modification or cancellation is effective. Actual notice is required, and any policy language to the effect that the insurance carrier will "endeavor to inform" shall be deemed by the parties as stricken from the certificate of insurance.

Should Nevada Partners fail to carry the required insurance, the City shall have the option to terminate this Agreement or purchase replacement insurance and charge the costs back to Nevada Partners.

**10. Indemnification.** Nevada Partners shall protect, indemnify and hold harmless the City, its officers, employees and agents (collectively herein the "Indemnitees") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the Indemnitees, or any of them, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of Nevada Partners, its officers, employees or agents in the performance of the terms, conditions and covenants of this Agreement.

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

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

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

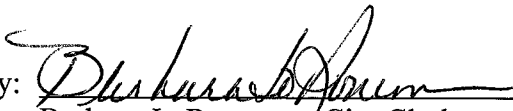


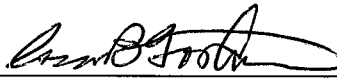
If, at any time during the term of this Agreement, or at any time after the expiration or termination of the Agreement, the City or the City's designated representative(s) finds the dollar liability is greater than payments made by Nevada Partners, Nevada Partners agrees that the difference shall be paid immediately by Nevada Partners to the City.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement the date and year first written above.

ATTEST:

CITY OF LAS VEGAS

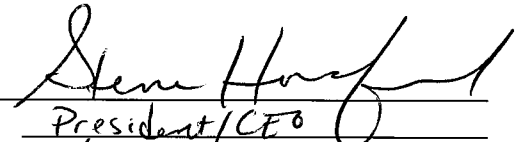
By:   
Barbara Jo Ronemus, City Clerk      Date

By:   
Oscar B. Goodman, Mayor      Date

APPROVED AS TO FORM:

By: Robert S. Zylwain      1-18-06  
City Attorney's Office      Date

NEVADA PARTNERS

By:   
Title: President/CEO  
Date: 1/26/06

## **Batteries Included** **Preparing Las Vegas' Youth for Tomorrow**

### **Executive Summary**

#### **Introduction**

Schools and the quality of education they provide along with strong quality government support services are key elements in creating stable neighborhoods and shaping residents' perception of the quality of life in their community. Government support services for youth and a strong public education system are also great tools for cities to bring new jobs and industries into their economy. Despite the importance placed on schools education and youth, Las Vegas faces several obstacles in its efforts to prepare youth for the future: Overcrowded schools, low levels of parental involvement, low graduation rates, low numbers of students pursuing higher education, shortage of qualified teachers, insufficient facilities and programs and students not meeting the minimum requirements to pass standardized tests.

Today's youth and schools are most successful when all community stakeholders (government, health and social service providers, parents, school staff) work together to share resources and expertise and create a support system that will motivate and engage students in learning both in the classroom and in the community. These partnerships integrate the focus on education with support services and opportunities that can improve student learning, strengthen families and promote healthy communities.

**Vision:** All youth in Las Vegas will be prepared for success in a diverse economy and community.

**Purpose:** To unite a variety of community resources to develop solutions and options for youth.

**Mission:** To create partnerships that will integrate the focus on education with support services and opportunities that will improve student's learning, strengthen families, enhance job skills and promote healthy communities.

#### **Brief Overview:**

The Batteries Included plan outlines opportunities for the city of Las Vegas to engage as a community partner with the Clark County School District and other youth service providers to evolve and expand youth programs. The plan contains the following seven components:

##### 1. Education and After School Awareness

This component is designed to identify and create opportunities for municipal leaders to use their celebrity status, authority and influence to bring public attention to education issues and to bring community stakeholders together to expand and enhance learning activities for youth during out-of-school time.

## 2. Incorporating Education into After School Programs

The purpose of this component is to turn youth out of school time into educational and enriching experiences that support and complement the lessons they are learning in the classroom. The city of Las Vegas is partnering with the Clark County School District and local private, public and non-profit organizations to develop after school programs that provide a link between in-school and out-of-school learning.

## 3. City / School Partnerships

This component is designed to strengthen the partnership with the Clark County School District in an effort to expand schools into programmable space for the entire community.

## 4. Youth Engagement

The Youth Engagement component seeks to increase youth participation in public and private youth development programs, while promoting open dialogue between city officials and the youth community. Youth engagement helps to develop a new generation of community leaders with a better understanding of how government works and youth's role in influencing government decisions.

## 5. Celebrating Youth Achievement

The Celebrating Youth Achievement component focuses on holding youth to high expectations and believing in the value of the talents and achievements of young people. By highlighting the importance of youth achievements, the public perception of youth will be better; and more youth will be encouraged to strive for excellence.

## 6. Youth Career Development

This component is directed at working with the business community to create internships, jobs and job training opportunities for local youth. Through these business partnerships, youth will be better equipped to identify and prepare for their chosen career path and to form relationships with mentors working in their chosen field.

## 7. Re-Engaging Disconnected Youth

This component will focus on connecting youth who are at-risk of dropping out of school, or who have dropped out of school to programs, career development opportunities and outreach services to help them get back on track.

## **Conclusion:**

The future of education and building a strong foundation for youth is dependent on a collaborative effort between school districts, public and private sector, parents and youth. Batteries Included will not only unite key partners but also ensure that youth and parents play a major role in strengthening families and promoting healthy communities. The intent of this initiative is to leverage

resources for Las Vegas youth and their families by increasing and improving access to after school educational activities and providing more opportunities for youth engagement and diverse employment. In conclusion, Batteries Included represents the city of Las Vegas' commitment to youth excellence and achievement.