

AMENDMENT NO. 1 TO GRANT AGREEMENT

This AMENDMENT NO. 1 TO GRANT AGREEMENT (this "First Amendment") is made by and between the CITY OF LAS VEGAS, a Nevada municipal corporation (the "City") and CLV STRONG START ACADEMY ELEMENTARY SCHOOLS, INC., a Nevada non-profit corporation (hereinafter "CLVSSAES"). The City and CLVSSAES are sometimes collectively referred to hereinafter as the "Parties".

This First Amendment is effective on the date signed by the City and CLVSSAES, whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of signature by the first party (the "Effective Date").

RECITALS

WHEREAS, CLVSSAES was established for educational purposes and without affecting or limiting the foregoing, CLVSSAES is to develop, manage, operate, guide, direct, and promote a charter elementary school located in the city of Las Vegas pursuant to Chapter 388A of the Nevada Revised Statutes.

WHEREAS, CLVSSAES was recently granted a charter by the Nevada State Public Charter School Authority for the operation of an elementary school initially serving kindergarten through second grade, with the intent that in each subsequent year an additional grade will be added until capacity is reached from kindergarten through fifth grade.

WHEREAS, in connection with the educational purposes of CLVSSAES, the City and CLVSSAES executed that certain Grant Agreement on April 6, 2022 ("Agreement") whereby City granted to CLVSSAES up to one million dollars (\$1,000,000) (the "grant funds") for use in connection with the development, management, and operation of the charter elementary school.

WHEREAS, Section 3.12 of the Agreement states that it shall not be modified or amended except by the express written agreement of the Parties, signed by a duly authorized representative for each party.

WHEREAS, this First Amendment encompasses the specific amendments to the Agreement.

WHEREAS, the City has found that CLVSSAES's proposed charter elementary school will provide a substantial benefit to the inhabitants of the city of Las Vegas.

WHEREAS, NRS 268.028 authorizes the governing body of a city to expend money for any purpose that will provide a substantial benefit to the inhabitants of the city, including a grant to a non-profit organization created for educational purposes.

WHEREAS, NRS 268.028 further provides that such a grant of money must be made by means of a resolution that specifies the purpose of the grant, the maximum amount to be expended from the grant, and any conditions or other limitations on the expenditure of the grant.

WHEREAS, on May 18, 2022, the Las Vegas City Council adopted a second resolution to Resolution R-4-2022 (the "Resolution") authorizing up to six million dollars \$6,000,000 in additional grant funds to CLVSSAES for educational purposes and providing for other matters properly related thereto; subject to the conditions and other limitations described in the Resolution and as set forth in this First Amendment and the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual terms, conditions and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and CLVSSAES hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by this reference.

2. Grant. Section 1.1 of the Agreement is hereby deleted in its entirety and replaced by the following:

“1.1 GRANT. City will provide CLVSSAES grant funds in an amount not to exceed up to **seven million dollars (\$7,000,000)** for eligible costs associated with the purpose of development, management, and operation of the charter elementary school. Eligible uses of the grant funds may include, but are not be limited to, the following: filing fees with the Nevada Secretary of State in order to form the non-profit corporation; hiring of accounting/finance firm; hiring of legal counsel; hiring of human resources firm; hiring marketing firm to promote and market the school to students and families; hiring proposed Executive Director (the “ED”) of CLVSSAES to start executing and meeting deliverables posed by State Public School Charter Authority to ensure first day of school is as planned for the Fall of 2022; hiring office manager to assist ED in meeting said deliverables; acquisition of student lottery and enrollment software; paying consultants' fee for the purpose of developing and writing the academic plan for the charter school application; expenditures for State assessment materials, classroom furniture, books, instructional supplies, school supplies/materials, staff and classroom technology, and uniforms; salaries/compensation/employment benefits for teachers, administration, support staff and other CLVSSAES personnel; rent, common-area maintenance charges, and custodial services.”

3. Obligations of Parties. This First Amendment extends the effectiveness of all other terms, conditions and obligations of the Parties pursuant to the Agreement which remains in full force and effect until the natural expiration of the Agreement.

4. Capitalized Terms. All initial capitalized terms not otherwise defined in this First Amendment shall have the meanings set forth in the Agreement.

5. Subsequent Agreements. This First Amendment shall not constitute consent or approval to any future modifications, amendments, changes or extensions to the Agreement, and shall not relieve CLVSSAES or any person claiming under or through CLVSSAES of the obligation to obtain the approval of the City Council, to the extent required under the Agreement, to any future modifications, amendments, changes or extensions to the Agreement and the terms and conditions thereof be expressed in a written document signed by both Parties.

6. Counterparts. This First Amendment may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____

Carolyn G. Goodman, Mayor

Date: _____

Date of City Council Approval: _____, 2022; Item # _____

Attest:

By: _____

LuAnn D. Holmes, MMC
City Clerk

Approved as to Form: Dimitri P. Dalacas
Deputy City Attorney

By:  5/4/2022

Deputy City Attorney Date

CLV STRONG START ACADEMY ELEMENTARY SCHOOLS, INC.

By: _____

Lorna James-Cervantes, President

Date: _____